# EXHIBIT "A"



## JUAN FERNANDEZ-BARQUIN, ESQ. CLERK OF THE COURT AND COMPTROLLER MIAMI-DADE COUNTY

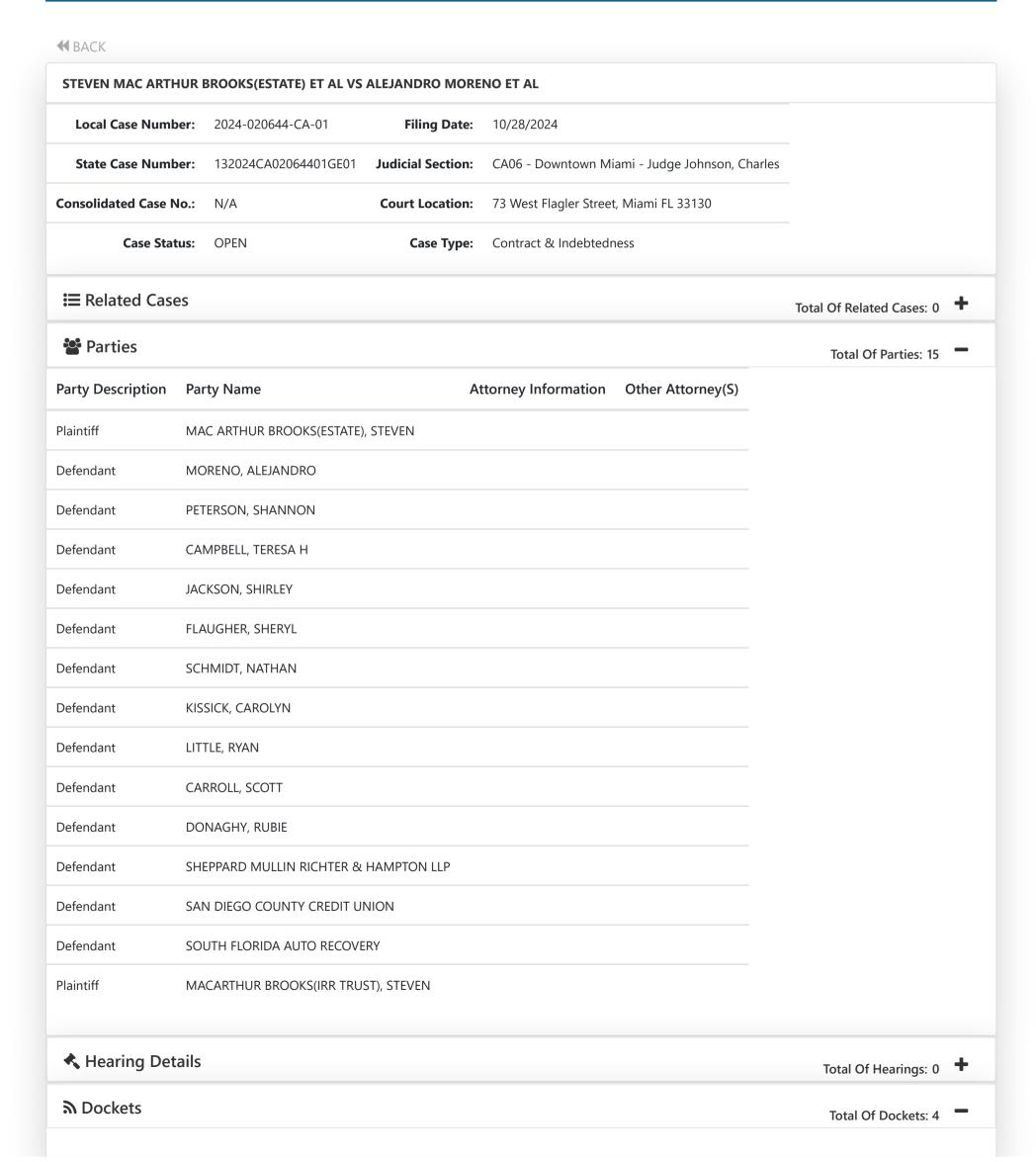
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## **CIVIL, FAMILY AND PROBATE COURTS ONLINE SYSTEM**



	Number	Date	Book/Page	Docket Entry	Event Type	Comments
	4	10/28/2024		Receipt:	Event	RECEIPT#:2730028 AMT PAID:\$556.00 COMMENT: ALLOCATION CODE QUANTITY UNIT AMOUNT 3100-CIRCUIT FILING FEE 1 \$401.00 \$401.00 3134-WRIT (GARD) ADD FE 1 \$85.00 \$85.00 3102-MULTIPLE DEFENDANT 8 \$2.50 \$20.00 3139-SUMMONS ISSUE FEE 1 \$10.00 \$10.00 3140-SHERIFF'S FEE 1 \$40.00 \$40.00 TENDER TYPE:VISA CARD TENDER AMT:\$556.00 RECEIPT DATE:10/28/2024 REGISTER#:273 CASHIER:SFLOWER
	3	10/28/2024		Filed at Dade County Courthouse	Event	
	2	10/28/2024		Civil Cover Sheet - Claim Amount	Event	2975.000.000.00
L	1	10/28/2024		Complaint	Event	

**M** BACK

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Clerk of the Court and Comptroller
Miami-Dade County

73 W. Flagler Street Miami, Florida 33130

305-275-1155

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#### FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained in it neither replace nor supplement the filing
and service of pleadings or other documents as required by law. This form must be filed by the
plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant
to section 25.075, Florida Statutes. (See instructions for completion.)

#### I. CASE STYLE

IN THE CIRCUIT/COUNTY COURT OF THE <u>ELEVENTH</u> JUDICIAL CIRCUIT, IN AND FOR <u>MIAMI-DADE</u> COUNTY, FLORIDA

STEVEN MACARTHUR-BROOKS ESTATE, STEVEN MACARTHUR-BROOKS IRR

Plaintiff	TRUST 4 0 2 0 6 4 4 CA 0  Judge (00)
VS.	
SAN DIEGO COUNTY CREDIT UNION, Shannor	Peterson, Teresa H. Capmbell, Shirley
Jackson, Nathan Schmidt, Carolyn Kissick, Ryan Liv	
SHEPPARD MULLIN RICHTER & HAMPTON L	LP, Alejandro Moreno, SOUTH FLORIDA
AUTO RECOVERY	8

#### II. AMOUNT OF CLAIM

Please indicate the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes only. The amount of the claim shall not be used for any other purpose.

□ \$8,000 or less

Defendant

- □ \$8,001 \$30,000
- □ \$30,001-\$50,000
- □ \$50,001-\$75,000
- □ \$75,001 \$100,000
- ⊠ over \$100,000.00
- III. TYPE OF CASE (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

CIRCUIT CIVIL			
□ Condominium			
☑ Contracts and indebtedness			
□ Eminent domain			
□ Auto negligence			
□ Negligence—other			
☐ Business governance			
□ Business torts			
☐ Environmental/Toxic tort			
☐ Third party indemnification			
□ Construction defect			
□ Mass tort			
□ Negligent security			
□ Nursing home negligence			
☐ Premises liability—commercial			
☐ Premises liability—residential			
□ Products liability			
☐ Real Property/Mortgage foreclosure			
☐ Commercial foreclosure			
☐ Homestead residential foreclosure			
☐ Non-homestead residential foreclosure			
☐ Other real property actions			
□ Professional malpractice			
□ Malpractice—business			
□ Malpractice—medical			
☐ Malpractice—other professional			
□ Other			
☐ Antitrust/Trade regulation			
□ Business transactions			
☐ Constitutional challenge—statute or ordinance			
☐ Constitutional challenge—proposed amendme	nt		
□ Corporate trusts			
☐ Discrimination—employment or other			
☐ Insurance claims			
☐ Intellectual property			
□ Libel/Slander			
☐ Shareholder derivative action			
☐ Securities litigation			
☐ Trade secrets			
☐ Trust litigation			
COUNTY CIVIL			
☐ Small Claims up to \$8,000			
□ Civil			
Real property/Mortgage foreclosure			

☐ Replevins	5			
□ Evictions				
□R	esidential Evictions			
$\square$ N	on-residential Evictions			
☐ Other civi	il (non-monetary)			
	COMPL	EX BUS	SINESS COU	RT
	appropriate for assignment to Comp Order. Yes □ No ⊠	olex Busi	ness Court as d	elineated and mandated by th
IV.	REMEDIES SOUGHT (che	ck all th	at apply):	
	onetary;			
	onmonetary declaratory or injun initive	ctive rel	ief;	
V. (Spec	NUMBER OF CAUSES OF cify)	ACTIO	ON:[]	
<u>16</u>				
VI.	IS THIS CASE A CLASS A  □ yes ⋈ no	CTION	LAWSUIT?	
VII.	HAS NOTICE OF ANY KN  ⋈ no □ yes If "yes," list all related			
VIII	<ul><li>IS JURY TRIAL DEMAND</li><li>□ yes</li><li>⋈ no</li></ul>	)ED IN	COMPLAIN	17
IX.	DOES THIS CASE INVOL  ☐ yes ☐ no	VE AL	LEGATIONS	S OF SEXUAL ABUSE?
my knowled	that the information I have prov ge and belief, and that I have rea of Judicial Administration 2.42	ad and v		
Signature: s/	Steven MacArthur-Brooks Attorney or party		Fla. Bar#	(Bar # if attorney)
				The second recommendation of the
Steven MacA (type or prin	rthur-Brooks t name)	Date	10/25/2024	

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	THE COUNTY OF TWSTEVEN MACARTHUR-BROOKS© ESTATE, TWSTEVEN MACARTHUR-BROOKS© IRR TRUST  Plaintiff(s),  VS. Alejandro Moreno, Shannon Peterson, Teresa H. Campbell, Shirley Jackson, Sheryl Flaugher, Nathan Schmidt, Carolyn Kissick, Ryan Little, Scott Carroll, Rubie Donaghy, SHEPPARD MULLIN RICHTER & HAMPTON LLP, SAN DIEGO COUNTY CREDIT UNION, SOUTH FLORIDA AUTO RECOVERY, Does 1-100 Inclusive,  Defendant(s).  Plaintiff(s) sue Defendant(s) and assert a	zed iff(s) STATE, CR TRUST  JUDICIAL CIRCUIT OF FLORIDA FOR DF MIAMI-DADE  Case No.: 2 4 0 2 0 6 4 GA 0  VERIFIED COMPLAINT FOR:  1. FRAUD  2. BREACH OF CONTRACT  3. EMBEZZLEMENT  4. IDENTITY THEFT  5. MONOPOLIZATION OF TRADE AND COMMERCE  6. DEPRIVATION OF RIGHTS:  7. RECEIVING EXTORTION PROCEEDS  8. FALSE PRETENSES  9. EXTORTION  10. RACKETEERING  11. BANK FRAUD  12. TRANSPORTATION OF STOLEN PROPERTY, MONEY, & SECURITIES  13. SLANDER OF TITLE  14. REPLEVIN OR COMPENSATION 15. DECLARATORY JUDGEMENT & RELIEF  16. SUMMARY JUDGEMENT - \$2.975 BILLION  as established, considered, and admitted:
		of 44-

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Unknown Defendants (Does 1-100)

"Plaintiffs") are trustees and fiduciaries of the subject property, and 'holders in due course' of all assets, intangible and tangible, and are each a 'person,' and/or 'individual,' as defined by 26 U.S. Code § 7701(a)(1), and/or a 'bank,' as defined by U.C.C. 1-201 and 4-105, 26 U.S. Code § 581, and 12 U.S. Code § 221a, and/or a 'financial institution,' as defined by 18 U.S. Code § 20 - Financial institution defined.

- 2. Plaintiff(s) is/are the Real Party(ies) in Interest, holder(s) in due course, and Creditor(s).
  - 3. Plaintiffs undisputedly have complete standing.

## Defendants

- 4. Defendant(s), Alejandro Moreno, Shannon Peterson, Teresa H. Campbell, Shirley Jackson, Sheryl Flaugher, Nathan Schmidt, Carolyn Kissick, Ryan Little, Scott Carroll, Rubie Donaghy, SHEPPARD MULLIN RICHTER & HAMPTON LLP, SAN DIEGO COUNTY CREDIT UNION, SOUTH FLORIDA AUTO RECOVERY, and/or Does 1-100 Inclusive, according to Law and Statute, are each a 'person,' and/or 'individual,' as defined by 26 U.S. Code § 7701(a)(1), and/or a 'bank,' as defined by U.C.C. 1-201 and 4-105, 26 U.S. Code § 581, and 12 U.S. Code § 221a, and/or a 'financial institution,' as defined by 18 U.S. Code § 20 - Financial institution defined, and Defendants are engaged in interstate commerce and/or doing business in Miami Dade County, Florida, UNITED STATES.
  - 5. Defendants is/are the **DEBTOR(S)** in this matter.
- 6. Defendants are not the CREDITOR, or an ASSIGNEE of the CREDITOR, in this matter.
- 7. Defendants are do <u>not</u> have lawful or legal power of attorney in any way.
  - 8. Defendants are do **not** have standing.

9. Plaintiff does not know the true names of **Defendants Does 1 through**100, inclusive, and therefore sues them by those fictitious names. Their true names and capacities are unknown to Plaintiff. When their true names and capacities are ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein. Plaintiff is informed and believes and thereon alleges that each of these unknown and fictitiously named Defendant(s) claim some right, title, estate, lien, or interest in the hereinafter-described real property adverse to Plaintiff's title, and that their claims, and each of them, constitute a cloud on Plaintiff's title to that real property.

## **DESCRIPTION OF AFFECTED PRIVATE TRUST PROPERTY**

10. This action affects title to the private real property described as a 2018 GMC SIERRA 1500, with VIN # 3GTP1NEC0JG447243, hereinafter referred to as the "Property," and all bonds, securities, Federal Reserve Notes, assets, tangible and intangible, registered and unregistered, and more particularly described in the Authentic UCC1 filing #2024400157-3, and UCC3 filing #2024405802-2 and #2024403283-5, both Filed in the Office of Secretary of State State Of Nevada. Attached hereto as Exhibits A, B, and C respectively, and incorporated herein by reference.

## **STANDING**

- 11. Plaintiffs are the Real Party in Interest, Creditor(s), and Holder(s) in Due Course, in accordance with § 3-302 of the U.C.C. (Uniform Commercial Code), of all assets, registered and unregistered, tangible and intangible, and hold allodial title to all assets. This is further evidenced by the following UCC filings, all duly filed in the Office of the Secretary of State, State of Nevada: UCC1 filing #2024400157-3, and UCC3 filings #2024405802-2 and #2024403283-5 (Exhibits A, B, and C).
- 12. Plaintiffs' contracted Attorney in Fact, Executor, and Authorized Representatives are Steven MacArthur-Brooks and Kevin Walker, as evidenced

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27 28 by the 'Affidavit: Power of Attorney in Fact,' attached hereto as Exhibit D and incorporated herein by reference.

13. The Plaintiff(s) alone possess(es) sole and exclusive standing and is/are the 'Holder in Due Course,' in accordance with U.C.C. 3-302, of all real property, assets, securities (both registered and unregistered), as well as tangibles and intangibles..

14. Defendants **DO NOT** have **any** valid interest or standing, nor do Defendants have a / any valid claim to the 'Property' (2018 GMC SIERRA 1500, with VIN # 3GTP1NEC0JG447243), or any of the respective assets, registered and unregistered, tangible and intangible.

## THE CONSIDERED, AGREED, AND STIPULATED CONTRACT SECURITY AGREEMENT, AND AUTHORIZED JUDGMENT AND/OR LIEN

15. Plaintiffs and Defendants are parties to a certain Contract and Security Agreement (#RF204463888US), evidenced by the notarized self-executing security agreement and contract agreement received, considered, and accepted by Defendant(s) via Registered Mail #RF204463888US. A true and correct copy of the Contract and Security Agreement is attached hereto as Exhibit E and incorporated herein by reference.

16. Defendant(s) received, considered, and accepted the Contract and Security Agreement (Exhibit E), constituting a bona fide contract under the principles of contract law and the Uniform Commercial Code (U.C.C.). Pursuant to the mailbox rule, which establishes that acceptance of an offer is effective when dispatched, and principles of silent acquiescence, tacit procuration, and tacit agreement, the acceptance is valid. This acceptance aligns with the doctrine of "offer and acceptance" and the provisions of § 2-202 of the U.C.C., which governs the **final expression** of the **contract**.

- 17. The Contract and Security Agreement (Exhibit D) stipulated and agreed that Defendants considered and accepted a **Judgment**, **and/or Summary Judgment**, **and/or Lien Authorization** (in accordance with U.C.C. § 9-509) against Defendant(s), in the sum amount of Two Billion Nine Hundred Seventy-Five Million and 00/100 U.S. Dollars (\$2,975,000,000.00 USD), **in favor of Plaintiffs**,
- 18. The aforementioned DECREED judgment and LIEN is further evidenced by INVOICE/TRUE BILL #SANDIEGOCREDITDISHONOR24, which is included as part of Exhibit E.
- 19. Defendants received, considered, and accepted TRUE BILL/INVOICE #GEOQUALDISHONOR24 (Exhibit E) with an amount due to Plaintiffs in the sum amount of Two Billion Nine Hundred Seventy-Five Million and 00/100 U.S. Dollars (\$2,975,000,000.00 USD).

## THE STIPULATED FACT AD UNREBUTTED VERIFIED COMMERCIAL AFFIDAVITS

- 20. Defendants received, considered, accepted, and agreed to all of the terms stipulated to in the <u>verified unrebutted</u> commercial affidavits and self-executing Contract and Security Agreement, all of which were confirmed, signed for via USPS form 3811, and delivered via USPS Registered, Express, and/or Certified Mail. These notices included:
  - (A) "AFFIDAVIT and PLAIN STATEMENT OF FACTS (Truth in Lending), NOTICE OF DEFAULT, FRAUD, SETOFF, RECOUPMENT, MANDATORY COUNTERCLAIM, NON-RESPONSE AND DISHONOR," sent via Certified Mail Number 9589071052701733216000, attached hereto as **Exhibit F** and incorporated herein by reference. A copy of the signed USPS form 3811 for this notice is attached hereto as **Exhibit G** and incorporated herein by reference, as evidence of receipt.

(B)"AFFIDAVIT (Truth in Lending), NOTICE OF NON-RESPONSE,
DEFAULT and OPPORTUNITY TO CURE," sent via Certified Mail Number
9589071052701733216123, attached hereto as **Exhibit H** and incorporated
herein by reference. A copy of the signed USPS form 3811 for this notice is
attached hereto as **Exhibit I** and incorporated herein by reference, as
evidence of receipt.

(C)"AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE,
DEFAULT, JUDGMENT, and LIEN AUTHORIZATION," sent via Registered
Mail Number RF204463888US (Exhibit E) and incorporated herein by
reference. A copy of the signed USPS form 3811 for this notice is attached
hereto as **Exhibit J** and incorporated herein by reference, as evidence of
receipt.

- 21. As considered, agreed, and stipulated by Defendant(s) in the <u>unrebutted</u> affidavits (Exhibits E, F, and H), Defendants may <u>not</u> argue, controvert, or otherwise protest the finality of the administrative findings established through the unrebutted affidavits. As per established legal principles and <u>legal maxims</u>, once an affidavit is submitted and not rebutted, its content is accepted as true, and Defendants are barred from contesting these findings in subsequent processes, whether administrative or judicial.
- 22. As considered, agreed, and stipulated by Defendant(s) in the <u>unrebutted</u> affidavits (Exhibits E, F, and H), Defendants or the entity they represent\_is/are the <u>DEBTOR(S)</u> in this matter.
- **23.** As considered, agreed, and stipulated by Defendant(s) in the <u>unrebutted</u> affidavits (Exhibits E, F, and H), Defendants are <u>not</u> the CREDITOR, or an ASSIGNEE of the CREDITOR, in this matter.

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# Tender of Payment made in "full satisfaction" and Dollar for Dollar Discharge: U.C.C §§ 3-104, 3-603, 3-311, House Joint Resolution 192 of June 5, 1933 Public Law 73-10.

20. As considered, agreed, and stipulated by Defendant(s) in the <u>unrebutted</u> affidavits (Exhibits E, F, and H), Defendants never at any time risked any of its assets and truly only exchanged the GENUINE ORIGINAL PROMISSORY NOTE for "credit" according to the Federal Reserve Generally Accepted Accounting Standards (GAAS) with the FEDERAL RESERVE SYSTEM

21. As considered, agreed, and stipulated by Defendant(s) in the <u>unrebutted</u> affidavits (Exhibits E, F, and H), Plaintiffs under threat, duress, coercion, and extortion, made tender of payment to Defendant(s), in <u>good faith</u> in the amount of <u>Three Hundred Thousand U.S. Dollars (\$24,000.00 USD)</u> for settlement and "<u>full satisfaction</u>," and have been made to a person entitled to enforce the instrument, as evidenced by Certified Mail Number 9589071052701733216000, the respective Certified BILL OF EXCHANGE, attached hereto as <u>Exhibit K</u>, and incorporated herein by reference.

22. As considered, agreed, and stipulated by Defendant(s) in the <u>unrebutted</u> affidavits (Exhibits E, F, and H), Defendant(s) individually and collectively, <u>fully</u> agree that if said tender of payment is/was "<u>refused</u>" there is/was <u>discharge</u>, to the extent of the amount of the tender, as stipulated by U.C.C. § 3-603. Given the clear indication of tender of payment contained a statement to the effect that the instrument was tendered as '<u>full satisfaction'</u> of the claim, as stipulated by U.C.C. § 3-311, there is again <u>discharge</u>.

23. As considered, agreed, and stipulated by Defendant(s) in the <u>unrebutted</u> affidavits (Exhibits E, F, and H), Janet Yellen and/or the <u>United States Treasury</u> is the registered holder and fiduciary of/for Plaintiff(s)' the private Two Hundred Billion Dollar (\$200,000,000,000,000 USD) 'MASTER DISCHARGE AND INDEMNITY BOND' #RF372320890US, which was post deposited to private

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post registered account #RF 204 463 931 US. Said Discharge and Indemnity Bond (#RF372320890US) expressly stipulates it is "insuring, underwriting, indemnifying, discharging, paying and satisfying all such account holders and accounts dollar for dollar against any and all pre-existing, current and future losses, costs, debts, taxes, encumbrances, deficits, deficiencies, liens, judgments, true bills, obligations of contract or performance, defaults, charges, and any and all other obligations as may exist or come to exist during the term of this Bond... Each of the said account holders and accounts shall be severally insured, underwritten and indemnified against any and all future Liabilities as may appear, thereby instantly satisfying all such obligations dollar for dollar without exception through the above-noted Private Offset Accounts up to and including the full face value of this Bond through maturity." A copy of 'MASTER DISCHARGE AND INDEMNITY BOND' NUMBER RF372320890US is attached hereto as Exhibit L and incorporated herein by reference, and will serve as a CAUTION and/or BOND for immediate adjustment and setoff of any costs associated with the case.

24. As considered, agreed, and stipulated by Defendant(s) in the <u>unrebutted</u> affidavits (Exhibits E, F, and H), Defendants individually and collectively, <u>fully agree</u> that, <u>House Joint Resolution 192 of June 5 1933, Public Law 73-10</u> expressly stipulates, <u>every provision</u> contained in or made with respect to <u>any</u> obligation which purports to give the obligee a right to require payment in gold or a particular kind of coin or currency, or in an amount in money of the <u>United States measured thereby</u>, is declared to be against public policy; and no such provision shall be contained in or made with respect to any obligation hereafter incurred. Every obligation, heretofore of hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be <u>discharged</u> upon payment, dollar for dollar, in any coin or currency which at the time of payment is legal tender for public and private debts. A

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Library of Congress Certified Copy of *The Public Statutes at Large of the United States of America* from March 1933 to June 1934: House Joint Resolution 192 of June 5, 1933, Public Law 73-10, attached hereto as **Exhibit M** and incorporated herein by reference.

25. As considered, agreed, and stipulated by Defendant(s) in the <u>unrebutted</u> affidavits (Exhibits E, F, and H), Defendants individually and collectively, <u>fully</u> agree that Gold Reserve Act of 1934, Public Law 73-87, Title III, Section 3, stipulates: "(a) every provision contained in or made with respect to any obligation which purports to give the obligee a right to require payment in gold or a particular kind of coin or currency of the United States, or in an amount in money of the United States measured thereby, is declared to be against public policy. (b) Every obligation, heretofore or hereafter incurred, shall be discharged upon payment, dollar for dollar, in any coin or currency which at the time of payment is legal tender for public and private debts.

26. As considered, agreed, and stipulated by Defendant(s) in the <u>unrebutted</u> affidavits (Exhibits E, F, and H), Defendants individually and collectively, <u>fully</u> agree 1that Under Title 12 U.S.C. 1813(L)(1) when the purported borrower gives, deposits, or surrenders or the subsequent supposed loan owner obtains the PROMISSORY NOTE, it becomes a CASH ITEM and Defendant(s), and/or their Corporation, parent Corporation and other subsidiaries are required to give the purported borrower a CASH RECEIPT. The deposit of Plaintifft's promissory note was made to a demand deposit account Defendant(s), and/or their Corporation, parent Corporation and other subsidiaries are required to show it on THEIR books, but instead YOU/THEY do an offset entry and intentionally fail to give the purported borrower and/or Affiant a CASH RECEIPT.

27. As considered, agreed, and stipulated by Defendant(s) in the <u>unrebutted</u> affidavits (Exhibits E, F, and H), Defendants individually and collectively, <u>fully</u> agree that <u>Article 1, Section 10 of the Constitution</u> expressly stipulates: No

State shall enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit; make any Thing but gold and silver Coin a Tender in Payment of Debts; pass any Bill of Attainder, ex post facto Law, or Law impairing the Obligation of Contracts, or grant any Title of Nobility

28. As considered, agreed, and stipulated by Defendant(s) in the <u>unrebutted</u> affidavits (Exhibits E, F, and H), Defendants individually and collectively, <u>fully</u> <u>agree</u> that Plaintiff(s) is/are the Creditor(s) and the source of all equity used for the acquisition of the Property, and the holder in due course of all assets, as evidenced by UCC1 filing #2024400157-3, and UCC3 filings #2024405802-2 and #2024403283-5 (Exhibits A, B, and C).

29. As considered, agreed, and stipulated by Defendant(s) in the <u>unrebutted</u> affidavits (Exhibits E, F, and H), the form 1099-A, 1099-C, and 1099-OID have been filed and Accepted by the Internal Revenue Service, correctly and appropriately listing Plaintiff(s) as "LENDER" and "PAYER," and Defendant(s) as BORROWER and "RECIPIENT," indicating discharge, settlement and satisfaction of any <u>purported</u> obligation. Each form is attached hereto as **Exhibits N, O, and P** respectively, and incorporated herein by reference."

30. As considered, agreed, and stipulated by Defendant(s) in the <u>unrebutted</u> affidavits (Exhibits E, F, and H), Defendant(s) has/have been <u>paid in full</u> for any purported "contract" and/or obligation.

31. As considered, agreed, and stipulated by Defendant(s) in the unrebutted affidavits (Exhibits E, F, and H), the unrebutted affidavits themselves serve as *prima facie* evidence of fraud, embezzlement, fraud, larceny, intensity theft, conspiracy, deprivation of rights under the color of law, extortion. coercion, injury and damage to Affiant and proof of claim. See *United States v. Kis*, 658 F.2d, 526 (7th Cir. 1981)., "Appellee had the burden of first proving its prima facie case and could do so by affidavit or other evidence."

1	32. As considered, agreed, and stipulated by Defendant(s) in the <u>unrebutted</u>
2	affidavits (Exhibits E, F, and H), Defendants have individually and collectively
3	admitted the statements and claims by TACIT PROCURATION, all issues are
4	deemed settled RES JUDICATA, STARE DECISIS and by COLLATERAL
5	ESTOPPEL.
6	LEGAL STANDARDS, MAXIMS, AND PRECEDENT
7	24. AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN
8	COMMERCE. (12 Pet. 1:25; Heb. 6:13-15;). "He who does not deny, admits."
9	25. AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN
10	COMMERCE. (Heb. 6:16-17;). "There is nothing left to resolve."
11	26. TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT. (Lev.
12	5:4-5; Lev. 6:3-5; Lev. 19:11-13: Num. 30:2; Mat. 5:33; James 5: 12).
13	27. IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE
14	<b>EXPRESSED.</b> (Heb. 4:16; Phil. 4:6; Eph. 6:19-21) Legal maxim: "To lie is to go
15	against the mind." Oriental proverb: "Of all that is good, sublimity is
16	supreme."
17	28. HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT.
18	(Book of Job; Mat. 10:22) Legal maxim: "He who does not repel a wrong when
19	he can occasions it.
20	29. IN COMMERCE TRUTH IS SOVEREIGN. (Exodus 20:16; Ps. 117:2;
21	John 8:32; II Cor. 13:8 ) Truth is sovereign and the Sovereign tells only the
22	truth.
23	30. WORKMAN IS WORTHY OF HIS HIRE. The first of these is expressed
24	in Exodus 20:15; Lev. 19:13; Mat. 10:10; Luke 10"7; II Tim. 2:6. <b>Legal maxim:</b> "It is
25	against equity for freemen not to have the free disposal of their own property.
26	31. ALL ARE EQUAL UNDER THE LAW. (God's Law - Moral and Natural
27	Law). Exodus 21:23-25; Lev. 24: 17-21; Deut. 1; 17, 19:21; Mat. 22:36-40; Luke
28	10:17; Col. 3:25. "No one is above the law".
	VERIFIED COMPLAINT: FRAUD, BREACH OF CONTRACT, REPLEVIN, SUMMARY JUDGMENT

- 32."Statements of **fact** contained in affidavits which are **not** rebutted by the opposing party's **affidavit or pleadings** <u>may</u> be accepted as **true** by the trial court." --Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976).
- 33. See, Sieb's Hatcheries, Inc. v. Lindley, 13 F.R.D. 113 (1952)., "Defendant(s) made no request for an extension of time in which to answer the request for admission of facts and filed only an unsworn response within the time permitted," thus, under the specific provisions of Ark. and Fed. R. Civ. P. 36, the facts in question were deemed admitted as true. Failure to answer is well established in the court. Beasley v. U. S., 81 F. Supp. 518 (1948)., "I, therefore, hold that the requests will be considered as having been admitted." Also as previously referenced, "Statements of fact contained in affidavits which are not rebutted by the opposing party's affidavit or pleadings may[must] be accepted as true by the trial court." --Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976).
- 34."The state **cannot** diminish **Rights** of the **people."** —Hurtado vs. California, 110 US 516.
- 35."Public officials are not immune from suit when they transcend their lawful authority by invading constitutional **rights**."—AFLCIO v. Woodward, 406 F2d 137 t.
- 36. "Immunity **fosters neglect and breeds irresponsibility** while liability promotes care and caution, which caution and care is owed by the government to its people." (Civil Rights) **Rabon vs Rowen Memorial Hospital, Inc.** 269 N.S. 1, 13, 152 SE 1 d 485, 493.
- 37. "When enforcing mere statutes, judges of all courts do not act judicially (and thus are not protected by "qualified" or "limited immunity," SEE: Owen v. City, 445 U.S. 662; Bothke v. Terry, 713 F2d 1404) - "but merely act as an extension as an agent for the involved agency but only in a "ministerial" and not a "discretionary capacity..." Thompson v. Smith, 154 S.E. 579, 583; Keller v. P.E., 261 US 428; F.R.C. v. G.E., 281, U.S. 464.

- 38. "Judges not only can be sued over their official acts, but could be held liable for injunctive and declaratory relief and attorney's fees." Lezama v. Justice Court, A025829.
- 39. "Ignorance of the law does **not** excuse misconduct in anyone, least of all in a sworn officer of the law." In re McCowan (1917), 177 C. 93, 170 P. 1100.
- 40. "All are presumed to know the law." San Francisco Gas Co. v. Brickwedel (1882), 62 C. 641; Dore v. Southern Pacific Co. (1912), 163 C. 182, 124 P. 817; People v. Flanagan (1924), 65 C.A. 268, 223 P. 1014; Lincoln v. Superior Court (1928), 95 C.A. 35, 271 P. 1107; San Francisco Realty Co. v. Linnard (1929), 98 C.A. 33, 276 P. 368.
- 41. "It is one of the fundamental maxims of the common law that **ignorance** of the law excuses no one." Daniels v. Dean (1905), 2 C.A. 421, 84 P. 332.
- 42. "the people, not the States, are sovereign." Chisholm v. Georgia, 2 Dall. 419, 2 U.S. 419, 1 L.Ed. 440 (1793).
- 43. Florida Rule of Civil Procedure 1.510(a): Summary judgment is appropriate where there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. The unrebutted affidavits submitted by Plaintiff(s) establish that there are no genuine issues of material fact in dispute, and Plaintiffs are entitled to judgment based on the evidence presented and as a matter of law.
- 44. California Code of Civil Procedure § 437c(c): Summary judgment is appropriate when there is no triable issue of material fact and the moving party is entitled to judgment as a matter of law. The <u>unrebutted</u> affidavits submitted by Plaintiff(s) demonstrate that no triable issues of material fact remain in dispute, and Plaintiffs are entitled to judgment based on the evidence presented and as a matter of law.
- 45. Res Judicata, Stare Decisis, and Collateral Estoppel: The principles of res judicata, stare decisis, and collateral estoppel apply to the unrebutted

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affidavits, establishing that all issues are deemed settled and cannot be contested further. These principles reinforce the finality of the administrative findings and support the granting of summary judgment.

#### FIRST CAUSE OF ACTION

## (For Fraud against all Defendants)

46. Plaintiffs re-allege and incorporate paragraphs 1 through 45 as if set forth herein.

47. Defendants have **willfully and intentionally** engaged in fraudulent conduct by knowingly misrepresenting material facts related to the title and authority to conduct a trustee's sale. This misconduct includes the creation of false claims of debt, the placement of fraudulent documents in the mail or other authorized depositories, and the initiation of legal proceedings devoid of lawful or legal basis.

48. 18 U.S. Code § 1341 - Frauds and swindles, expressly stipulates: "whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, or to sell, dispose of, loan, exchange, alter, give away, distribute, supply, or furnish or procure for unlawful use any counterfeit or spurious coin, obligation, security, or other article, or anything represented to be or intimated or held out to be such counterfeit or spurious article, for the purpose of executing such scheme or artifice or attempting so to do, places in any post office or authorized depository for mail matter, any matter or thing whatever to be sent or delivered by the Postal Service, or deposits or causes to be deposited any matter or thing whatever to be sent or delivered by any private or commercial interstate carrier, or takes or receives therefrom, any such matter or thing, or knowingly causes to be delivered by mail or such carrier according to the direction thereon, or at the place at which it is directed to be delivered by the person to whom it is addressed, any such matter or thing, shall be fined

under this title or imprisoned not more than 20 years, or both. If the violation occurs in relation to, or involving any benefit authorized, transported, transmitted, transferred, disbursed, or paid in connection with, a presidentially declared major disaster or emergency (as those terms are defined in section 102 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122)), or affects a financial institution, such person shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both."

## SECOND (2nd) CAUSE OF ACTION

## (For Breach of Contract against all Defendants)

- 49. Plaintiffs re-allege and incorporate paragraphs 1 through 48 as if set forth herein.
- 50. Defendant(s) received, considered, and accepted the offer and final expression of the contract in accordance with Law and the Uniform Commercial Code. Defendants **considered and agreed** to the terms set forth in the **unrebutted affidavits** (Exhibits E, F, and H), all of which were duly received by Defendant(s), by way of Certified or Registered Mail. See Exhibits C through H.
- 51. Subsequently, Defendant(s), through a variety of improper and bad faith actions, breached the contract by failing to settle and close the account, refusing to reconvey the title free of any encumbrances, unlawfully and illegally repossessing the Property, by trespassing onto private property, in a gated community, disturbing the peace, and and refusing to settle the balance and debt owed to Plaintiff(s). Further, Defendant(s) failed to cease any illegal, unlawful, and unconstitutional attempts to collect on their undisputedly fraudulent debt, and engaged in conduct including, but not limited to, threats, violations of Plaintiff's rights, coercion, extortion, bank fraud, monopolization of trade and commerce, creation of trusts in restraint of trade, deprivation of rights, conspiracy under the color of law, breach of the implied covenant of good

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forced Plaintiff(s) into litigation.

claim to the property.

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## THIRD (3rd) CAUSE OF ACTION

faith and fair dealing, identity theft, and adopting unreasonable positions that

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(For Embezzlement against all Defendants)

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52. Plaintiffs re-allege and incorporate paragraphs 1 through 51 as if set forth herein.

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53. Defendants, through deceptive actions, embezzled funds and/or assets by engaging in illegal, unlawful, and unconstitutional foreclosure, repossession, and/or seizure actions and transferring or attempting to transfer ownership of Plaintiff's property without standing or authorization, resulting in a fraudulent

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54. 18 U.S. Code § 656 - Theft, embezzlement, or misapplication by bank officer or employee, expressly stipulates: "Whoever, being an officer, director, agent or employee of, or connected in any capacity with any Federal Reserve bank, member bank, depository institution holding company, national bank, insured bank, branch or agency of a foreign bank, or organization operating under section 25 or section 25(a)[1] of the Federal Reserve Act, or a receiver of a national bank, insured bank, branch, agency, or organization or any agent or employee of the receiver, or a Federal Reserve Agent, or an agent or employee of a Federal Reserve Agent or of the Board of Governors of the Federal Reserve System, embezzles, abstracts, purloins or willfully misapplies any of the moneys, funds or credits of such bank, branch, agency, or organization or holding company or any moneys, funds, assets or securities intrusted to the custody or care of such bank, branch, agency, or organization, or holding company or to the custody or care of any such agent, officer, director, employee or receiver, shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both.....As used in this section, the term "national bank" is

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includes any national bank, state bank, or bank and trust company which has become a member of one of the Federal Reserve banks; "insured bank" includes any bank, banking association, trust company, savings bank, or other banking institution, the deposits of which are insured by the Federal Deposit Insurance Corporation; and the term "branch or agency of a foreign bank" means a branch or agency described in section 20(9) of this title. For purposes of this section, the term "depository institution holding company" has the meaning given such term in section 3 of the Federal Deposit Insurance Act."

## FOURTH (4th) CAUSE OF ACTION

## (For Identity Theft against all Defendants)

- 55. Plaintiffs re-allege and incorporate paragraphs 1 through 54 as if set forth herein.
- 56. Defendants unlawfully used Plaintiff's identity, including estate and trust information, to create false financial instruments, fraudulent debts, and to file false titles and conveyances of real property, all without consent or legal authority, in furtherance of their fraudulent actions
- 57. Defendants also **forged Plaintiff's signature** and obtained it under false pretenses, using these falsified documents to advance their unlawful claims and continue the fraudulent foreclosure process.
- 58. 18 U.S. Code § 1025, expressly stipulates: "Whoever, upon any waters or vessel within the special maritime and territorial jurisdiction of the United States, by any fraud, or false pretense, obtains from any person anything of value, or procures the execution and delivery of any instrument of writing or conveyance of real or personal property, or the signature of any person, as maker, endorser, or guarantor, to or upon any bond, bill, receipt, promissory note, draft, or check, or any other evidence of indebtedness, or fraudulently sells, barters, or disposes of any bond, bill, receipt, promissory note, draft, or check, or other evidence of indebtedness, for value, knowing the same to be

worthless, or knowing the signature of the maker, endorser, or guarantor thereof to have been obtained by any false pretenses, shall be fined under this title or imprisoned not more than five years, or both."

59. 18 U.S. Code § 1028A - Aggravated identity theft, expressly stipulates: "In general. — Whoever, during and in relation to any felony violation enumerated in subsection (c), knowingly transfers, possesses, or uses, without lawful authority, a means of identification of another person shall, in addition to the punishment provided for such felony, be sentenced to a term of imprisonment of 2 years. (2) Terrorism offense. — Whoever, during and in relation to any felony violation enumerated in section 2332b(g)(5)(B), knowingly transfers, possesses, or uses, without lawful authority, a means of identification of another person or a false identification document shall, in addition to the punishment provided for such felony, be sentenced to a term of imprisonment of 5 years."

## FIFTH (5th) CAUSE OF ACTION

(For Monopolization of Trade and Commerce against all Defendants)

- 60. Plaintiffs re-allege and incorporate paragraphs 1 through 59 as if set forth herein.
- 61. Defendant(s), in violation of 15 U.S.C. § 2, intentionally and willfully engaged in monopolization of trade and commerce by manipulating financial systems and processes to further their fraudulent objectives. Specifically, Defendant(s) engaged in bank fraud by fabricating false debts, creating fraudulent security interests, and utilizing financial institutions to process illegal foreclosure actions and fraudulent claims against the subject property. These actions were part of a larger scheme to monopolize trade and commerce through unfair practices, restraining competition and depriving Plaintiff of rightful property and legal protections under the law.

- 62. Plaintiffs made a tender of payment through various monetary instruments/debt instruments, including a Bill of Exchange, Forms 1099-A, 1099-OID, Banker's Acceptance, and other Negotiable Instruments as defined by U.C.C. § 3-104. Despite these good faith efforts to settle and resolve the matter and properly assess taxes, Defendants willfully and intentionally violated Plaintiff's rights and disregarded the law and public policy, including but not limited to House Joint Resolution 192 of June 5, 1933 (Public Law 73-10), UCC §§ 3-603, 3-311, and 3-104, House Joint Resolution 348 (Public Resolution No. 63), Gold Reserve Act of 1934 (Public Law 73-87, Title III, Section 3), Bill of Exchange Act of 1882, 18 U.S.C § 8, 12 U.S.C § 411, 12 U.S.C. § 1813(l), 31 U.S. Code § 5103.
- 63. 15 U.S.C. § 2, expressly stipules: "Every person who shall monopolize, or attempt to monopolize, or combine or conspire with any other person or persons, to monopolize any part of the trade or commerce among the several States, or with foreign nations, shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine not exceeding \$100,000,000 if a corporation, or, if any other person, \$1,000,000, or by imprisonment not exceeding 10 years, or by both said punishments, in the discretion of the court."

## SIXTH (6th) CAUSE OF ACTION

## (For Deprivation of Rights against all Defendants)

- 64. Plaintiffs re-allege and incorporate paragraphs 1 through 63 as if set forth herein.
- 65. Defendant(s) willfully deprived Plaintiff of rights secured by the Constitution and laws of the United States, specifically in violation of 42 U.S.C. § 1983 and 18 U.S.C. § 241.
- 66. Defendant(s), acting under color of law, engaged in extortion by threatening the sale of Plaintiff's property through fraudulent foreclosure proceedings. They coerced Plaintiff into complying with baseless and unlawful

 financial demands under the imminent threat of losing their property. These actions constitute a violation of Plaintiff's due process rights under the **Fifth and Fourteenth Amendments** of the U.S. Constitution. Furthermore, by conspiring to deprive Plaintiff of their constitutional rights, Defendant(s) have violated **18 U.S.C. § 241**, which criminalizes conspiracies to deprive individuals of their rights, thus committing a federal offense and further reinforcing the unlawfulness of their actions.

67. 18 U.S.C. § 241, expressly stipulates: "If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any State, Territory, Commonwealth, Possession, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exercised the same; or If two or more persons go in disguise on the highway, or on the premises of another, with intent to prevent or hinder his free exercise or enjoyment of any right or privilege so secured — They shall be fined under this title or imprisoned not more than ten years, or both."

### SEVENTH CAUSE OF ACTION

## (For Receiving Extortion Proceeds against all Defendants)

- 68. Plaintiffs re-allege and incorporate paragraphs 1 through 67 as if set forth herein.
- 69. Defendant(s) employed coercive tactics, including the unlawful initiation of foreclosure, threats, and false claims of authority, to compel Plaintiff to act against their interests and submit to fraudulent claims. These actions constitute a violation of 18 U.S.C. § 880, which criminalizes the receipt of extortion proceeds. By engaging in these unlawful activities, Defendant(s) have unlawfully received and benefited from extortion proceeds obtained through fraudulent means, thereby reinforcing the wrongful nature of their actions and the resulting harm inflicted upon Plaintiff.

 70. 18 U.S.C. § 880, expressly stipulates: "a person who receives, possesses, conceals, or disposes of any money or other property which was obtained from the commission of any offense under this chapter that is punishable by imprisonment for more than 1 year, knowing the same to have been unlawfully obtained, shall be imprisoned not more than 3 years, fined under this title, or both."

## EIGHTH (8th) CAUSE OF ACTION

(For False Pretenses all Defendants)

- 71. Plaintiffs re-allege and incorporate paragraphs 1 through 70 as if set forth herein.
- 72. Defendants willfully and intentionally engaged in fraudulent actions by knowingly misrepresenting material facts and created "fraud in the factum," concerning the interest, ownership, title, and authority to file a 'notice of default and intent to sell,' and/or conduct a trustee's sale, undisputedly operating under blatantly false pretenses.
- 73. Defendants willfully and intentionally created false claims of debt, placed fraudulent documents in the post office or authorized depository for mail, and initiated illegal proceedings that lack any lawful or legal basis.
- 74. 18 U.S. Code § 1025 False pretenses on high seas and other waters, expressly stipulates: "Whoever, upon any waters or vessel within the special maritime and territorial jurisdiction of the United States, by any fraud, or false pretense, obtains from any person anything of value, or procures the execution and delivery of any instrument of writing or conveyance of real or personal property, or the signature of any person, as maker, endorser, or guarantor, to or upon any bond, bill, receipt, promissory note, draft, or check, or any other evidence of indebtedness, or fraudulently sells, barters, or disposes of any bond, bill, receipt, promissory note, draft, or check, or other evidence of indebtedness, for value, knowing the same to be worthless, or knowing the

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by any false pretenses, shall be fined under this title or imprisoned not more than five years, or both."

75. 18 U.S. Code § 1341 - Frauds and swindles, expressly stipulates: "whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, or to sell, dispose of, loan, exchange, alter, give away, distribute, supply, or furnish or procure for unlawful use any counterfeit or spurious coin, obligation, security, or other article, or anything represented to be or intimated or held out to be such counterfeit or spurious article, for the purpose of executing such scheme or artifice or attempting so to do, places in any post office or authorized depository for mail matter, any matter or thing whatever to be sent or delivered by the Postal Service, or deposits or causes to be deposited any matter or thing whatever to be sent or delivered by any private or commercial interstate carrier, or takes or receives therefrom, any such matter or thing, or knowingly causes to be delivered by mail or such carrier according to the direction thereon, or at the place at which it is directed to be delivered by the person to whom it is addressed, any such matter or thing, shall be fined under this title or imprisoned not more than 20 years, or both. If the violation occurs in relation to, or involving any benefit authorized, transported, transmitted, transferred, disbursed, or paid in connection with, a presidentially declared major disaster or emergency (as those terms are defined in section 102 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. \$122)), or affects a financial institution, such person shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both."

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## NINETH (9th) CAUSE OF ACTION

(For Extortion against all Defendants)

76. Plaintiffs re-allege and incorporate paragraphs 1 through 75 as if set forth herein.

77. 18 U.S. Code § 878 - Threats and extortion against foreign officials, official guests, or internationally protected persons, expressly stipulates: "(a) Whoever knowingly and willfully threatens to violate section 112, 1116, or 1201 shall be fined under this title or imprisoned not more than five years, or both, except that imprisonment for a threatened assault shall not exceed three years. (b) Whoever in connection with any violation of subsection (a) or actual violation of section 112, 1116, or 1201 makes any extortionate demand shall be fined under this title or imprisoned not more than twenty years, or both. (c) For the purpose of this section "foreign official", "internationally protected person", "national of the United States", and "official guest" shall have the same meanings as those provided in section 1116(a) of this title. (d) If the victim of an offense under subsection (a) is an internationally protected person outside the United States, the United States may exercise jurisdiction over the offense if (1) the victim is a representative, officer, employee, or agent of the United States, (2) an offender is a national of the United States, or (3) an offender is afterwards found in the United States. As used in this subsection, the United States includes all areas under the jurisdiction of the United States including any of the places within the provisions of sections 5 and 7 of this title and section 46501(2) of title."

## TENTH (10th) CAUSE OF ACTION

(For Racketeering against all Defendants)

78. Plaintiff re-alleges and incorporate paragraphs 1 through 77 as if set forth herein.

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79. Defendants willfully and intentionally engaged in fraudulent actions by knowingly misrepresenting material facts and creating 'fraud in the factum' concerning interest, ownership, title, and authority to file a 'notice of default and intent to sell' and/or conduct a trustee's sale, operating under blatantly false pretenses. This conduct constitutes racketeering under 18 U.S.C. § 1961 et seq., as Defendants engaged in a pattern of fraudulent and illegal activities aimed at unlawfully depriving Plaintiff of their property rights.

80. Defendants **willfully and intentionally** created false claims of debt, placed fraudulent documents in the post office or authorized depository for mail, and initiated illegal proceedings that lack any lawful or legal basis. Their actions reflect an ongoing scheme to defraud and extort through racketeering activities, further underscoring the **criminal nature** of their conduct.

81. 18 U.S. Code § 1961 - Definitions, express stipulates: "(1) 'racketeering activity' means (A) any act or threat involving murder, kidnapping, gambling, arson, robbery, bribery, extortion, dealing in obscene matter, or dealing in a controlled substance or listed chemical (as defined in section 102 of the Controlled Substances Act), which is chargeable under State law and punishable by **imprisonment for more than one year**; (B) **any act** which is indictable under any of the following provisions of title 18, United States Code: ... Sections 891-894 (relating to extortionate credit transactions), section 932 (relating to straw purchasing), section 933 (relating to trafficking in firearms), section 1028 (relating to fraud and related activity in connection with identification documents), section 1029 (relating to fraud and related activity in connection with access devices), section 1084 (relating to the transmission of gambling information), section 1341 (relating to mail fraud), section 1343 (relating to wire fraud), section 1344 (relating to financial institution fraud), section 1351 (relating to fraud in foreign labor contracting), section 1425 (relating to the procurement of citizenship or nationalization unlawfully), section 1426 (relating

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to the reproduction of naturalization or citizenship papers), section 1427 (relating to the sale of naturalization or citizenship papers), sections 1461-1465 (relating to obscene matter), section 1503 (relating to obstruction of justice),... section 1951 (relating to interference with commerce, robbery, or extortion), section 1952 (relating to racketeering), section 1953 (relating to interstate transportation of wagering paraphernalia), section 1954 (relating to unlawful welfare fund payments), section 1955 (relating to the prohibition of illegal gambling businesses), section 1956 (relating to the laundering of monetary instruments), section 1957 (relating to engaging in monetary transactions in property derived from specified unlawful activity), ... sections 2314 and 2315 (relating to interstate transportation of stolen property), section 2318 (relating to trafficking in counterfeit labels for phonorecords, computer programs or computer program documentation or packaging and copies of motion pictures or other audiovisual works), section 2319 (relating to criminal infringement of a copyright), section 2319A (relating to unauthorized fixation of and trafficking in sound recordings and music videos of live musical performances), section 2320 (relating to trafficking in goods or services bearing counterfeit marks)."

## ELEVENTH (11th) CAUSE OF ACTION

(For Bank Fraud against all Defendants)

- 82. Plaintiffs re-allege and incorporate paragraphs 1 through 81 as if set forth herein.
- 83. Defendants willfully and intentionally violated 18 U.S. Code § 1344 Bank Fraud, which expressly stipulates: "Whoever knowingly executes, or attempts to execute, a scheme or artifice—(1) to defraud a financial institution; or (2) to obtain any of the moneys, funds, credits, assets, securities, or other property owned by, or under the custody or control of a financial institution, by means of false or fraudulent pretenses, representations, or promises; shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both."

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 Defendants engaged in a scheme to defraud the financial institution by placing fraudulent claims on the property, misrepresenting ownership, and creating false debt instruments, all while under false pretenses. Their actions were designed to obtain funds, securities, and assets unlawfully, further violating Plaintiff's rights and causing financial harm."

84. Defendants have been made aware of all of the supporting Laws, statutes, legals maxims, precedent, and principles, even the principle and maxim that ignorance of the law is not excuse, however, Defendants persist with their blatant bank fraud.

## TWELFTH (12th) CAUSE OF ACTION

(For Transportation of stolen goods, securities, moneys against all Defendants)

- 85. Plaintiffs re-allege and incorporate paragraphs 1 through 84 as if set forth herein.
- 86. Defendants willfully and knowingly violated 18 U.S. Code § 2314 Transportation of Stolen Goods, Securities, Moneys by engaging in the unlawful transportation, transmission, and transfer of stolen, converted, and fraudulently obtained goods, securities, and moneys across state lines.
- 87. Defendants wrongfully acquired Plaintiff's property and financial interests, including but not limited to real property, negotiable instruments, and other assets, all of which exceed \$5,000 in value.
- 88. Defendants participated in fraudulent transfers of assets and securities, such as forged deeds and fabricated financial documents, knowing these to have been wrongfully acquired. These actions were conducted with the specific intent to defraud Plaintiff(s), and these stolen securities and goods were transported across state lines to further Defendants' unlawful enterprise.
- 89. Defendants, despite **knowing that the property was wrongfully obtained, conspired** to transport and transfer these goods in direct violation of

  18 U.S. Code § 2314, which expressly states: "Whoever transports, transmits, or

transfers in interstate or foreign commerce <u>any</u> goods, wares, merchandise, securities, or money, of the value of \$5,000 or more, knowing the same to have been stolen, converted, or taken by fraud... shall be fined under this title or imprisoned not more than ten years, or both."

- 90. In particular, the fraudulent and unlawful transfer of property, including but not limited to financial securities, was executed as part of Defendants' scheme to deprive Plaintiff(s) of their rightful assets, without any legal authority or justification.
- 91. Defendants' actions caused irreparable harm and financial loss to Plaintiff(s), who have been deprived of their property and forced into legal proceedings to recover said assets and protect their rights.

## THIRTEENTH (13th) CAUSE OF ACTION (For Slander of Title against all Defendants)

- 92. Plaintiffs re-allege and incorporate paragraphs 1 through 91 as if set forth herein.
- 93. Plaintiffs claim slander of title due to Defendants' false, malicious, and improper statements or filings that have clouded the title to the property. These actions have caused injury to Plaintiffs, damaged their rights to the property, and diminished its value, as stipulated in the considered and accepted unrebutted affidavits and Contract Security Agreement (Exhibit E, F, and H), which clearly stipulates the facts: that Defendants have no valid standing or claim and that the sum of \$2,975,000,000.00 is due immediately to Plaintiffs.

## FOURTEENTH (14th) CAUSE OF ACTION (Replevin Action – Against all Defendants)

- 94. Plaintiffs re-allege and incorporate paragraphs 1 through 92 as if set forth herein.
- 95. Plaintiffs seek a judgment for the immediate return of their <u>private</u> automobile/transport and all private Property currently held by Defendants,

VERIFIED COMPLAINT: FRAUD, BREACH OF CONTRACT, REPLEVIN, SUMMARY JUDGMENT

which was stolen from Plaintiffs, and which is incurring a daily usage charge of \$1,000.00 per day, as per the stipulation from Defendants, and also by their implied actions of containing to maintain possession of the private Property.

96. Plaintiffs alternatively seek compensation for the full value of the Property if it is not returned in the exact working order and condition.

97. Plaintiffs demand the immediate return of all property, tangible and intangible, free and clear of any adverse claims by Defendants, as they have no lawful or legal right to retain possession. If the property cannot be returned, Plaintiffs seek compensation for its full market value at the time of the wrongful possession

98. Defendants' failure to respond to Plaintiffs' demands and unrebutted affidavits constitutes wrongful possession of the Property under any Law, consistent with legal maxims and established precedent

99. Plaintiffs request the court issue an ORDER for the immediate return of the Property or, alternatively, for the monetary value of the Property to be awarded to Plaintiffs in accordance with the principles of Law and Chapter 78, Florida Statutes, along with any other relief the court deems just and proper.

## FIFTEENTH (15th) CAUSE OF ACTION

## (Declaratory Judgement and Relief - Against all Defendants)

100. Plaintiffs re-allege and incorporate paragraphs 1 through 98 as if set forth herein..

101. **Breach of Contract**: Plaintiffs seek a declaratory judgment to affirm the terms and conditions laid out in the Contract Security Agreement (Exhibit E), including the **affirming** of Defendants' liability. The failure of Defendants to rebut any of Plaintiffs' **verified commercial affidavits** demonstrates and expresses tacit agreement to all claims, judgments, statements, and terms.

102. **Deprivation of Rights**: Plaintiffs request a declaratory judgment to affirm their constitutional and statutory rights, particularly in the context of

unlawful actions taken by Defendants. This judgment would clarify the extent of the Plaintiffs' rights and the Defendants' violations, including any impact on the **public's interest** and **rights**. This declaratory relief is necessary to ensure that the public record accurately reflects Plaintiffs' rights and the unlawful actions of Defendants.

- 103. Monopolization of Trade and Commerce: Plaintiffs seek a declaratory judgment to establish whether Defendants' actions constitute unlawful monopolistic practices and to clarify the impact of these practices on Plaintiffs' business interests and the public interest. This judgment will address the broader implications of Defendants' monopolistic behavior on the market and public access to fair trade practices.
- 104. **Bank Fraud**: Plaintiffs request a declaratory judgment to confirm that Defendants' actions constitute bank fraud under 18 U.S. Code § 1344, affirming the fraudulent nature of the claims and transactions related to the financial institution.
- 105. **Slander of Title**: Plaintiffs seek a declaratory judgment to affirm the validity of their title to the property and to address any defamatory statements or claims made by Defendants that have clouded the title.
- 106. **Replevin or Compensation:** Plaintiffs request a declaratory judgment establishing their right to immediate possession of the property or, alternatively, compensation equivalent to the value of the property. Plaintiffs assert that they are the sole and exclusive owners, free and clear of any claims or interests asserted by Defendants. This includes confirming that the title is valid, uncontested, and that any wrongful retention by Defendants is subject to remedy under Florida law.
- 107. **Declaratory Judgment & Relief**: Plaintiffs seek a declaratory judgment that Defendants, by failing to rebut the Plaintiffs' commercial affidavits, have consdered and agreed to the terms and conditions laid out in the Contract

Security Agreement, including liability in the amount of **Two Billion Nine Hundred Seventy-Five Million and 00/100 U.S. Dollars (\$2,975,000,000.00 USD).** Supporting evidence includes **Exhibits E through J,** demonstrating Defendants' indisputable tacit agreement, silence acquiescence, and non-response, thus tacit procuration. Defendants have individually and collectively **admitted the statements and claims** by **TACIT PROCURATION**, all issues are deemed **settled RES JUDICATA**, **STARE DECISIS** and by **COLLATERAL ESTOPPEL.** 

## SIXTEENTH (16th) CAUSE OF ACTION

(Summary Judgement - Against all Defendants)

108. Plaintiffs re-allege and incorporate paragraphs 1 through 106 as if set forth herein.

109. Plaintiffs seek a summary judgment in their favor based on the Contract and Security Agreement. The Contract and Security Agreement (Exhibit E) stipulated and agreed that Defendants considered and accepted a judgment, and/or summary judgment, and/or lien authorization (in accordance with UCC § 9-509) against Defendants in the sum amount of Two Billion Nine Hundred Seventy-Five Million and 00/100 U.S. Dollars (\$2,975,000,000.00 USD), in favor of Plaintiffs.

110. Defendants agreed to the terms stipulated in the <u>verified</u> unrebutted commercial affidavits and the <u>self-executing</u> Contract and Security

Agreement, all of which were confirmed, signed for via USPS form 3811, and delivered via USPS Registered, Express, and/or Certified Mail. As evidenced by Exhibits E through J.

111.Defendants have failed to rebut the content of these affidavits, which conclusively establish the validity of Plaintiffs' claims. "Statements of fact contained in affidavits which are not rebutted by the opposing party's affidavit

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or pleadings may[must] be accepted as true by the trial court." -- Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976)

112. Florida Rule of Civil Procedure 1.510(a): Summary judgment is appropriate where there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. The verified unrebutted affidavits submitted by Plaintiffs establish that there are no genuine issues of material fact in dispute, and Plaintiffs are entitled to judgment based on the evidence presented and as a matter of law.

113. Given that the affidavits presented are unrebutted and establish the facts essential to Plaintiffs' claims, summary judgment in favor of Plaintiffs is warranted.

114. Defendants' failure to contest or rebut these affidavits supports the conclusion that there are no genuine issues of material fact, and Plaintiffs are entitled to judgment as a matter of law.

115.Res Judicata, Stare Decisis, and Collateral Estoppel: The principles of res judicata, stare decisis, and collateral estoppel apply to the unrebutted affidavits, establishing that all issues are deemed settled and cannot be contested further. The defendants, both individually and collectively, have admitted the statements and claims through tacit procuration; thus, all issues are deemed settled under res judicata, stare decisis, and collateral estoppel. These principles reinforce the finality of the administrative findings and support the granting of summary judgment

116. Plaintiffs respectfully request the Court to GRANT summary judgment in their favor based on the undisputed facts presented in the affidavits submitted and incorporated into this matter.

### **CLAIM FOR RELIEF:**

117. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 115 as if fully set forth herein.

118. Plaintiffs seek a judgment for replevin or compensation for the Property

judgment in the sum amount of Two Billion Nine Hundred Seventy-Five Million

and 00/100 U.S. Dollars (\$2,975,000,000.00 USD), as stipulated in the received,

considered, and agreed <u>unrebutted</u> commercial affidavits and/or the Contract

and Security Agreement (Exhibits E, F, and H). All issues are deemed settled

in their favor, free and clear of any adverse claims by Defendant(s), and a

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#### **RELIEF REQUESTED:**

WHEREFORE, Plaintiffs respectfully request for judgement as follows:

under res judicata, stare decisis, and collateral estoppel.

#### On the First Cause of Action (Fraud)

- For compensatory damages due to Defendants' fraudulent
  misrepresentations and creation of false claims of debt, as evidenced by
  unrebutted commercial affidavits and the Contract Security Agreement
  (Exhibits E, F, and H)).
- 2. For punitive damages based on Defendants' intentional, willful, and malicious conduct.

#### On the Second Cause of Action (Breach of Contract)

 For compensatory damages resulting from Defendants' breach of the Contract and Security Agreement (Exhibit E) by failing to perform their obligations as required under the contract, which was deemed accepted by their non-response.

### On the Third Cause of Action (Embezzlement)

- For the restitution of funds and assets misappropriated by Defendants, constituting embezzlement, as per the applicable laws.
- For punitive damages due to Defendants' intentional, willful, and malicious misappropriation and negligence, of Plaintiff's property.

#### On the Fourth Cause of Action (Identity Theft)

VERIFIED COMPLAINT: FRAUD, BREACH OF CONTRACT, REPLEVIN, SUMMARY JUDGMENT

#### On the Tenth Cause of Action (Racketeering) 18. For compensatory damages due to Defendants' pattern of racketeering 2 activities in violation of 18 U.S.C. \$ 1961 et seg. 3 4 19. For punitive damages for Defendants' intentional, willful, and malicious engagement in fraudulent and illegal activities. 5 On the Eleventh Cause of Action (Bank Fraud) 6 7 20. For compensatory damages due to Defendants' violation of 18 U.S.C. § 1344 8 through fraudulent schemes to defraud financial institutions. 21. For punitive damages for Defendants' intentional, willful, and malicious 9 10 intent to defraud. On the Twelfth Cause of Action (Transportation of Stolen Property, Money, & 11 Securities) 12 13 22. For compensatory damages due to Defendants' unlawful transportation and transfer of stolen property and securities, as per 18 U.S. Code § 2314. 14 23. For punitive damages for the intentional, willful, malicious, and fraudulent 15 16 transportation of assets. 17 On the Thirteenth Cause of Action (Slander of Title) 24. For compensatory damages due to Defendants' false and malicious filings 18 that clouded title to the Property, damaging Plaintiffs' ownership rights. 19 25. For a declaration that Plaintiffs' title is clear of any adverse claims and for 20 punitive damages for Defendants' intentional, willful, and malicious slander 21 of title. 22 23 On the Fourteenth Cause of Action (Replevin or Compensation) 26. For a judgment for the replevin of the Property, or compensation for its value, 24 free and clear of any claims by Defendants, as established by unrebutted 25 26 commercial affidavits. 27. For punitive damages resulting from Defendants' unlawful and false claims 27 against Plaintiffs' property rights. 28

-34 of 44-VERIFIED COMPLAINT: FRAUD, BREACH OF CONTRACT, REPLEVIN, SUMMARY JUDGMENT 2

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### On the Fifteenth Cause of Action (Declaratory Judgment & Relief) 28. For a declaratory judgment affirming that Defendants, by failing to rebut Plaintiffs' commercial affidavits, have agreed to the terms in unirebutted affidavits and the Contract Security Agreement, including the liability of \$2,975,000,000.00 USD, due immediately to Plaintiffs. As evidenced by exhibits A- though N. 29. For an order declaring Defendants' claims invalid, based on res judicata, **collateral estoppel**, and the principles of **stare decisis**. On the Sixteenth Cause of Action (Summary Judgment) 30. For summary judgment in favor of Plaintiffs, establishing that the Defendants have tacitly agreed to the terms of the Contract Security Agreement through their non-response and dishonor of notices and affidavits. 31. For judgment in the sum amount of \$2,975,000,000.00 USD, as stipulated by the Contract Security Agreement and supported by unrebutted affidavits (Exhibits E, F, and H). On All Causes of Action: 32. For professional and personal costs of suit, including the stipulated attorney's fees of \$100,000,000.00 USD, as stipulated in the Contract Security Agreement and related INVOICE/TRUE BILL #SANDIEGOCREDITDISHONOR24 (Exhibit E). 33. For any additional relief the Court deems just and proper. **Supporting Evidence:** 111. Exhibits A through P, which include the unrebutted commercial affidavits and related documentation establishing Defendants' tacit agreement and the

LIST OF EXHIBITS AND ENCLOSURES:

undisputed merit and validity of Plaintiffs' claims.

- 1. (Exhibit: A) UCC1 filing #2024400157-3.
- 2. (Exhibit: B) UCC3 filing #2024405802-2.

- 1 | 3. (Exhibit: C) UCC3 filing #2024403283-5.
- 2 4. (Exhibit: D) AFFIDAVIT: POWER OF ATTORNEY IN FACT
- 3 | 5. (Exhibit: E) AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE,
- 4 DEFAULT, JUDGMENT, and LIEN AUTHORIZATION"/Contract Security
- Agreement # RF204463888US stipulating **\$2,975,000,000.00 USD judgement**
- 6 and lien.
- 7 6. (Exhibit: F) AFFIDAVIT and PLAIN STATEMENT OF FACTS (Truth in Lending),
- 8 NOTICE OF DEFAULT, FRAUD, SETOFF, RECOUPMENT, MANDATORY
- 9 COUNTERCLAIM, NON-RESPONSE AND DISHONOR. Certified Mail
- 10 Number 9589071052701733216000.
- 11 7. (Exhibit: G) USPS form 3811 for Certified Mail Number 9589071052701733216000.
- 12 8. (Exhibit: H) AFFIDAVIT (Truth in Lending), NOTICE OF NON-RESPONSE,
- 13 DEFAULT and OPPORTUNITY TO CURE. Certified Mail Number
- 14 9589071052701733216123.
- 15 9.(Exhibit: I) USPS form 3811 for Certified Mail Number 9589071052701733216123.
- 16 | 10. (Exhibit: J) USPS form 3811 for Registered Mail Number RF204463888US.
- 17 | 11. (Exhibit: K) BILL OF EXCHANGE, Certified # 9589071052701733216000.
- 18 12. (Exhibit: L) \$200,000,000,000.00 MASTER DISCHARGE AND INDEMNITY
- 19 BOND # RF372320890US.
- 20 13. (EXHIBIT: M) House Joint Resolution 192 of June 5, 1933, Public Law 73-10.
- 21 | 14. (EXHIBIT: N) FORM 1099-A.
- 22 | 15. (EXHIBIT: O) FORM 1099-C.
- 23 | 16. (EXHIBIT: P) FORM 1099-OID.

### **WORDS DEFINED GLOSSARY OF TERMS:**

- 25 As used in this Affidavit, the following words and terms are as defined in this
- 26 section, non-obstante:

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- 27 1. financial institution: a person, an individual, a private banker, a business
- engaged in vehicle sales, including automobile, airplane, and boat sales,

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VERIFIED COMPLAINT: FRAUD, BREACH OF CONTRACT, REPLEVIN, SUMMARY JUDGMENT

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persons involved in real estate closings and settlements, the United States Postal Service, a commercial bank or trust company, any credit union, an 2 agency of the United States Government or of a State or local government 3 carrying out a duty or power of a business described in this paragraph, a broker 4 or dealer in securities or commodities, a currency exchange, or a business 5 engaged in the exchange of currency, funds, or value that substitutes for 6 currency or funds, financial agency, a loan or finance company, an issuer, 7 8 redeemer, or cashier of travelers' checks, checks, money orders, or similar instruments, an operator of a credit card system, an insurance company, a 9 licensed sender of money or any other person who engages as a business in the 10 transmission of currency, funds, or value that substitutes for currency, including 11 any person who engages as a business in an informal money transfer system or 12 13 any network of people who engage as a business in facilitating the transfer of money domestically or internationally outside of the conventional financial 14 institutions system. Ref. 31 U.S. Code § 5312 - Definitions and application. 15 16

- individual: As a noun, this term denotes a single **person** as distinguished from a group or class, and also, very commonly, a private or natural person as distinguished from a partnership, corporation, or association; but it is said that this restrictive signification is not necessarily inherent in the word, and that it may, in proper cases, include artificial persons. As an adjective: Existing as an indivisible entity. Of or relating to a single person or thing, as opposed to a group. - See Black's Law Dictionary 4th, 7th, and 8th Edition pages 913, 777, and 2263 respectively.
- person: Term may include artificial beings, as corporations. The term means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, government, governmental subdivision, agency, or instrumentality, public corporation, or any other legal or commercial entity. The term "person" shall be construed to mean and include

an individual, a trust, estate, partnership, association, company or corporation. The term "person" means a natural person or an organization. -Artificial persons. Such as are created and devised by law for the purposes of society and government, called "corporations" or bodies politic." -Natural persons. Such as are formed by nature, as distinguished from artificial persons, or corporations. -Private person. An individual who is not the incumbent of an office. Persons are divided by law into natural and artificial. Natural persons are such as the God of nature formed us; artificial are such as are created and devised by human laws, for the purposes of society and government, which are called "corporations" or "bodies politic." — See Uniform Commercial Code (UCC) § 1-201, Black's Law Dictionary 1st, 2nd, and 4th edition pages 892, 895, and 1299, respectively, 27 Code of Federal Regulations (CFR) § 72.11 - Meaning of terms, and 26 United States Code (U.S. Code) § 7701 - Definitions.

bank: a person engaged in the business of banking and includes a savings bank, savings and loan association, credit union, and trust company. The terms "banks", "national bank", "national banking association", "member bank", "board", "district", and "reserve bank" shall have the meanings assigned to them in section 221 of this title. An institution, of great value in the commercial world, empowered to receive deposits of money, to make loans. and to issue its promissory notes, (designed to circulate as money, and commonly called "banknotes" or "bank-bills") or to perform any one or more of these functions. The term "bank" is usually restricted in its application to an incorporated body; while a private individual making it his business to conduct banking operations is denominated a "banker." Banks in a commercial sense are of three kinds, to wit; (1) Of deposit; (2) of discount; (3) of circulation. Strictly speaking, the term "bank" implies a place for the deposit of money, as that is the most obvious purpose of such an institution. — See, UCC 1-201, 4-105, 12 U.S. Code §

221a, Black's Law Dictionary 1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117, 183-184, 139-140, and 437-439.

- 5. discharge:\_To cancel or unloose the obligation of a contract; to make an agreement or contract null and inoperative. Its principal species are rescission, release, accord and satisfaction, performance, judgement, composition, bankruptcy, merger. As applied to demands claims, right of action, incumbrances, etc., to discharge the debt or claim is to extinguish it, to annul its obligatory force, to satisfy it. And here also the term is generic; thus a dent, a mortgage. As a noun, the word means the act or instrument by which the binding force of a contract is terminated, irrespective of whether the contract is carried out to the full extent contemplated (in which case the discharge is the result of performance) or is broken off before complete execution. See, Blacks Law Dictionary 1st, page
- 6. **pay:** To discharge a debt; to deliver to a creditor the value of a debt, either in money or in goods, for his acceptance. To pay is to deliver to a creditor the value of a debt, either in money or In goods, for his acceptance, by which the debt is discharged. See Blacks Law Dictionary 1st, 2nd, and 3rd edition, pages 880, 883, and 1339 respectively.
- 7. payment: The performance of a duty, promise, or obligation, or discharge of a debt or liability. by the delivery of money or other value. Also the money or thing so delivered. Performance of an obligation by the delivery of money or some other valuable thing accepted in partial or full discharge of the obligation. [Cases: Payment 1. C.J.S. Payment § 2.] 2. The money or other valuable thing so delivered in satisfaction of an obligation. See Blacks Law Dictionary 1st and 8th edition, pages 880-811 and 3576-3577, respectively.
- 8. **driver:** The term "driver" (i.e: "driver's license") means One **employed** in conducting a coach, carriage, wagon, or other vehicle, with horses, mules, or other animals.

- 9. may: An auxiliary verb qualifying the meaning of another verb by expressing ability, competency, liberty, permission, probability or contingency. Regardless of the instrument, however, whether constitution, statute, deed, contract or whatnot, courts <u>not</u> infrequently construe "may" as "shall" or "must". See Black's :aw Dictionary, 4th Edition page 1131.
- 10. extortion: The term "extortion" means the obtaining of property from another, with his consent, induced by wrongful use of actual or threatened force, violence, or fear, or under color of official right. See 18 U.S. Code § 1951 Interference with commerce by threats or violence.
- 11. national: "foreign government", "foreign official", "internationally protected person", "international organization", "national of the United States", "official guest," and/or "non-citizen national." They all have the same meaning. See Title 18 U.S. Code § 112 Protection of foreign officials, official guests, and internationally protected persons.
  - 12. United States: For the purposes of this Affidavit, the terms "United States" and "U.S." mean only the Federal Legislative Democracy of the District of Columbia, Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, and any other Territory within the "United States," which entity has its origin and jurisdiction from Article 1, Section 8, Clause 17-18 and Article IV, Section 3, Clause 2 of the Constitution for the United States of America. The terms "United States" and "U.S." are NOT to be construed to mean or include the sovereign, united 50 states of America.
  - 13. **fraud:** deceitful practice or Willful device, resorted to with intent to deprive another of his right, or in some manner to do him an injury. As distinguished from negligence, it is always positive, intentional. as applied to contracts is the cause of an error bearing on material part of the contract, created or continued by artifice, with design to obtain some unjust advantage to the one party, or to cause an inconvenience or loss to the other. in the sense of court of equity,

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1	properly includes all acts, omissions, and concealments which involved a
2	breach of legal or equitable duty, trust, or confidence justly reposed, and are
3	injurious to another, or by which an undue and unconscientious advantage is
4	taken of another. See Black's Law Dictionary, 1st and 2nd Edition, pages 521-522
5	and 517 respectively.
6	14. color: appearance, semblance. or simulacrum, as distinguished from that which
7	is real. A prima facie or apparent right. Hence, a deceptive appearance; a
8	plausible, assumed exterior, concealing a lack of reality; a a disguise or pretext.
9	See, Black's Law Dictionary 1st Edition, page 222.
10	15. colorable: That which is in appearance only, and not in reality, what it purports
11	to be. See, Black's Law Dictionary 1st Edition, page 2223.
12	COMMERCIAL OATH AND VERIFICATION:
13	County of Miami-Dade )
14	) Commercial Oath and Verification
15	The State of Florida )
16	I, STEVEN MACARTHUR-BROOKS, under my unlimited liability and Commercial
17	Oath proceeding in good faith being of sound mind states that the facts contained herein are true, correct, complete and not misleading to the best of Affiant's
18	knowledge and belief under penalty of International Commercial Law and state
19	this to be HIS Affidavit of Truth regarding same signed and sealed this <u>24TH</u> day of <u>OCTOBER</u> in the year of Our Lord two thousand and twenty four:
20	proceeding sui juris, In Propria Persona, by Special Limited Appearance,
21	All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.
22	By: Attin Mc artha-Brasto
23	Steven MacArthur-Brooks, Attorney In Fact, Secured Party,
24	Executor, national, private bank(er) EIN # 9x-xxxxxxx  56 15822 North West 87th Court, Miami Lakes, Florida [33018]
25	proceeding sui juris, In Propria Persona, by Special Limited Appearance, All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.
26	Thrights reserved without prejudice of recourse, occ § 1-308, 3-402.
27	By: Jam Milli
28	Kev in Walker, Attorney In Fact, Secured Party, Executor, national, private bank(er) EIN # 9x-xxxxxxx
	-41 of 44-
	VERIFIED COMPLAINT: FRAUD. BREACH OF CONTRACT REPLEVIN SHMMARY HIDGMENT

- 1	
1	Let this document stand as truth before the Almighty Supreme Creator and let it be
2	established before men according as the scriptures saith: "But if they will not listen,
3	take one or two others along, so that every matter may be established by the testimony of two
4	or three witnesses." Matthew 18:16. "In the mouth of two or three witnesses, shall every
5	word be established" 2 Corinthians 13:1.
6	
7	Sui juris, By Special Limited Appearance,
8	$\mathcal{D}_{i} = \mathcal{D}_{i}$
9	By: Dervoe Clouz lin (WITNESS)
10	
11	Sui juris, By Special Limited Appearance,
12	$\mathcal{L}$
13	By: Della (AUTENIECE)
14	Brittany Cabral (WITNESS)
15	NOTICE:
16	Using a notary on this document does not constitute any adhesion, nor does it alter
17	my status in any manner. The purpose for notary is verification and identification
18	only and not for entrance into any foreign jurisdiction.
19	//
20	ANKNOWLEDGEMENT:
21	State of Florida )
22	) ss.
23	County of Miami-Dade )
24	On this 24th day of October, 2024, before me, Claudia Vega, a
25	Notary Public, personally appeared <u>Steven MacArthur-Brooks</u> , who proved to me
26	on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
27	subscribed to the within instrument and acknowledged to me that he/she/they
28	executed the same in his/her/their authorized capacity(ies), and that by his/her/
	-42 of 44- VERIFIED COMPLAINT: FRAUD, BREACH OF CONTRACT, REPLEVIN, SUMMARY JUDGMENT
- 1	VERTIED CONTENTIAL FRANCE, DREACH OF CONTRACT, REPLEVIN, SUMMART JUDGMENT

- 1	
1	their signature(s) on the instrument the person(s), or the entity upon behalf of
2	which the person(s) acted, executed the instrument.
3	
4	I certify under PENALTY OF PERJURY under the laws of the State of Florida that
5	the foregoing paragraph is true and correct.
6	
7	WITNESS my hand and official seal.
8	
9	Signature (Seal) CLAUDIA VEGA
10	// Notary Public - State of Florida Commission # HH 184518 My Comm. Expires Oct 10, 2025
11	//
12	PROOF OF SERVICE
13	STATE OF FLORIDA )
14	) ss.
15	COUNTY OF MIAMI-DADE )
16	I competent, over the age of eighteen years, and not a party to the within
17	action. My mailing address is the Koda's World, 5476 North West 77th Court, suite
18	# 613, Miami Lakes, California [33018]. On October 25, 2024, I served the within documents:
19	1. VERIFIED COMPLAINT FOR FRAUD, BREACH OF CONTRACT,
20	REPLEVIN, SUMMARY JUDGMENT.
21	By United States Mail. I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses listed below by placing the
22	envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing
23	correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the
24	United States Postal Service, in a sealed envelope with postage fully prepared. I am a resident or employed in the county where the mailing occurred. The envelope or
25	package was placed in the mail at Miami Lakes, Florida.
26	Shannon Peterson, Alejandro Moreno C/o SheppardMullin
27	12275 El Camino Real, Suite 100 San Diego, California [92130-4092]
28	spetersen@sheppardmullin.com -43 of 44-
- 1	-4.3(O) 44-

VERIFIED COMPLAINT: FRAUD, BREACH OF CONTRACT, REPLEVIN, SUMMARY JUDGMENT

1	amoreno@sheppardmullin.gom Registered Mail # RF372320648US
2	Teresa H. Campbell, Shirley Jackson, Sheryl Flaugher
3	SAN DEIGO COUNTY CRÉDIT UNION 6545 Sequence Drive
4	San Diego, California [92121] sflaugher@sdccu.com
5	Registered Mail # RF372320651US
6 7	By Electronic Service. Based on a court order or an <u>agreement of the</u> <u>parties</u> to accept service by electronic transmission, I caused the documents to be
	sent to the persons at the electronic notification addresses listed below.
8	Shannon Peterson, Alejandro Moreno C/o SheppardMullin
9	12275 El Camino Real, Suite 100 San Diego, California [92130-4092]
10	spetersen@sheppardmullin.com amoreno@sheppardmullin.com
11	Teresa H. Campbell, Shirley Jackson, Sheryl Flaugher
12	SAN DEIGO COUNTY CREDIT UNION 6545 Sequence Drive
13	San Diego, California [92121] sflaugher@sdccu.com
14	By Fax Transmission. Based on an agreement of the parties to accept
15 16	service by fax transmission, I faxed the documents to the persons at the fax numbers listed below. No error was reported by the fax machine that I used.
A077967	By Overnight Delivery. I enclosed the documents in an envelope or
17 18	package provided by an overnight delivery carrier and addressed to the persons at the addresses listed below. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight
19	delivery carrier.
20	By Messenger Service. I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed below and
21	envelope or package addressed to the persons at the addresses listed below and providing them to a professional messenger service for service.
22	I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 25, 2024 at Riverside,
23	California.
24	/a/Poitt and Calmal/
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200000	
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28	-44 of 44-
- (	VERIFIED COMPLAINT: FRAUD REFACH OF CONTRACT DEDLEVIN CHMMARY HIDOMENT

VERIFIED COMPLAINT: FRAUD, BREACH OF CONTRACT, REPLEVIN, SUMMARY JUDGMENT

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11)

UCC FINANCING STATEMENT AMENDMENT FOLLOW INSTRUCTIONS	ADDENDU	М		
11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on 2024400157-3	Amendment form			
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9	on Amendment form			
12a. ORGANIZATION'S NAME				
STEVEN MACARTHUR-BROOKS ESTATE		_		
OR 12b. INDIVIDUAL'S SURNAME		_		
FIRST PERSONAL NAME		_		
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX			
Name of DEBTOR on related financing statement (Name of a current Debtone Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abb 13a. ORGANIZATION NAME	tor of record required reviate any part of the	for indexing purposes Debtor's name); see	only in some filing offices - see Instruction item Instructions if name does not fit	13): Provide only
OR 13b. INDIVIDUAL'S SURNAME	FIRST PERSONA	L NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):	-			
15. This SIMANCING STATEMENT AMENDMENT.		17 Description of r	pal ectato	
15. This FINANCING STATEMENT AMENDMENT:  covers timber to be cut covers as-extracted collateral is filled.	d as a fixture filing	17. Description of re	eal estate:	
Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):				
18. MISCELLANEOUS:	1.			

FILING OFFICE COPY - UCC FINANCING STATEMENT AMENDMENT ADDENDUM (Form UCC3Ad) (Rev. 04/20/11)

### UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS				_		
11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a	a on Am	endment form				
2024400157-3  12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as iter	0	A	_	ł		
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as iter  12a. ORGANIZATION'S NAME	m 9 on	Amenament for	n	ł		
STEVEN MACARTHUR-BROOKS ESTATE						
OR 12b. INDIVIDUAL'S SURNAME						
ON 128. INDIVIDUAL'S SURNAIME				1		
FIRST PERSONAL NAME				1		
ADDITIONAL NAME(S)/INITIAL(S)	SUF	FIX		1		
	35335	0.2820				
13. Name of DEBTOR on related financing statement. (Name of a current D						13): Provide only
one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or a 13a. ORGANIZATION NAME	abbrevia	ate any part of th	e Debtor's r	name); see Instruc	tions if name does not fit	
ISB. ORGANIZATION NAME						
OR 13b. INDIVIDUAL'S SURNAME	F	IRST PERSON	AL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):						
1-104. ISSUED WITH OID.						
1 TOWN DOOD WITH OLD						
15. This FINANCING STATEMENT AMENDMENT:			17. Desc	cription of real est	ate:	
☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is:	filedas	a fixture filing				
16. Name and address of a RECORD OWNER of real estate described in iter	m 17					
(if Debtor does not have a record interest):						
18. MISCELLANEOUS:						

Case 1:24-cv-24273-RKA Document 1-1 Entered on FLSD Docket 11/01/2024 Page 56 of 111

## — EXHIBIT D —

REGISTERED MAIL # RF661448955US

TRUTH AFFIDAVIT

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IN THE NATURE OF SUPPLEMENTAL

RULES FOR ADMINISTRATIVE AND MARITIME CLAIMS RULES C(6)

Grant of Exclusive power of attorney to conduct all tax, business, and legal affairs of principal person.

Date: April 17, 2024

#### POWER OF ATTORNEY IN FACT

I, STEVEN MACARTHUR-BROOKS, STEVEN CLYDE MACARTHUR BROOKS,
MACARTHUR-BROOKS, STEVEN, or any derivative thereof, DEBTOR/ENS LEGIS/
CORPORATE FICTION, 15822 NORTH WEST 87TH COURT MIAMI LAKES, FL [33018], do
hereby appoint Steven: MarArthur-Brooks, a Living Soul, as Agent with Power of Attorney in
Fact, Non-domestic, c/o 15822 North West 87th Court, Miami Lakes, Florida [33018], to take
exclusive charge of, manage, and conduct all of my tax, business and legal affairs, and for such
purpose to act for me in my name and place, without limitation on the powers necessary to carry out
this exclusive purpose of attorney in fact as authorized:
(a) To take possession of, hold, and manage my real estate and all other property;
(b) To receive money or property paid or delivered to me from any source;
(c) To deposit funds in, make withdrawals from, or sign checks or drafts against any account
standing in my name individually or jointly in any bank or other depository, to cash coupons, bonds,

individually or jointly, and otherwise to conduct bank transactions or business for me in my name;

(d)To pay my just debts and expenses, including reasonable expenses incurred by my attorney in

to, and place items in or remove them from, any safety deposit box standing in my name

or certificates of deposits, to endorse checks, notes or other documents in my name; to have access

fact Steven MacArthur-Brooks, in exercising this exclusive power of attorney.

(e) To retain any investments, invest, and to invest in stocks, bonds, or other securities, or in real estate or other property;

(f) To give general and special proxies or exercise rights of conversion or rights with respect to shares or securities, to deposit shares or securities with, or transfer them to protective committees or

-Page 1 of 4-

Case 1:24-cv-24273-RKA Document 1-1 Entered on FLSD Docket 11/01/2024 Page 57 of 111

REGISTERED MAIL # RF661448955US

1	similar bodies, to join in any reorganization and pay assessments or subscriptions called for in
2	connection with shares or securities;
3	(g) To sell, exchange, lease, give options, and make contracts concerning real estate or other
4	property for such considerations and on such terms as my attorney in fact Steven MacArthur-
5	Brooks, may consider prudent;
6	(h) To improve or develop real estate, to construct, alter, or repair building structures and
7	appurtenances or real estate; to settle boundary lines, easements, and other rights with respect to real
8	estate; to plant, cultivate, harvest, and sell or otherwise dispose of crops and timber, and do all
9	things necessary or appropriate to good husbandry.
10	(i) To provide for the use, maintenance, repair, security, or storage of my tangible property;
11	(j) To purchase and maintain such policies of insurance against liability, fire, casualty, or other risks
12	as my attorney in fact Steven MacArthur-Brooks may consider prudent;
13	
14	The Agent/Living Soul, Steven: MacArthur-Brooks, is hereby fully authorized by law to
15	act for and in control of the DEBTOR/ENS LEGIS/BANK/FINANCIAL INSTITUTION/
16	ARTIFICIAL ENTITY/CORPORATE FICTION, STEVEN MACARTHUR-BROOKS, or any
17	derivative thereof. In addition, through the exclusive power of attorney, to contract for all
18	business and legal affairs of the principal person: MACARTHUR-BROOKS, STEVEN CLYDE,
19	DEBTOR/ENS LEGIS/BANK/FINANCIAL INSTITUTION/ARTIFICIAL ENTITY/
20	CORPORATE FICTION.
21	The term "exclusive" shall be construed to mean that while these powers of attorney are in
22	force, only my attorney in fact may obligate me in these matters, and I forfeit the capacity to
23	obligate myself with regard to the same. This grant of Exclusive Power is Irrevocable during the
24	lifetime of the Agent/Living Soul, Steven: MacArthur-Brooks.
25	Executed and sealed by the voluntary act of my own hand, this 17th day of April, 2024.
26	Acceptance:
27	Att Medita-Brooks
28	STEVEN MACARTHUR-BROOKS, GRANTOR
	-Page 2 of 4- AFFIDAVIT: POWER OF ATTORNEY IN FACT - STEVEN CLYDE MACARTHUR BROOKS

Case 1:24-cv-24273-RKA Document 1-1 Entered on FLSD Docket 11/01/2024 Page 58 of 111

EXHIBIT D

REGISTERED MAIL # RF661448955US

1	Executed without the UNITED STATES, I declare under penalty of perjury under the laws of the
2	united states of America that the foregoing is true and correct.
3	
4	I, the above named exclusive Attorney In Fact, do hereby
5	Accept the fiduciary interest of the herein-named DEBTOR/ ENS LEGIS/BANK/FINANCIAL INSTITUTION/
	ARTIFICIAL ENTITY/CORPORATE FICTION and will
6	execute the herein-granted powers-of-attorney with due
7	diligence.
8	
9	All rights reserved without prejudice or recourse, UCC § 1-308.
10	
11	By: Mr. Mor Ath - Brooks Steven MacArthur-Brooks, sui juris
12	
	Authorized Representative, Agent, Attorney In Fact.
13	
14	
15	Let this document stand as truth before the Almighty Supreme Creator and let it be established before men
16	according as the scriptures saith: "But if they will not listen, take one or two others along, so that every matter may be established by the testimony of two or three witnesses." Matthew 18:16. "In
17	the mouth of two or three witnesses, shall every word be established" 2 Corinthians 13:1.
18	
19	BR
	By: Details Broken
20	Brittany Cabral MacArthur-Brooks (WITNESS) Authorized Representative
21	
22	n A o
23	By: Oug S. (WITNESS)
24	(WITNESS)
25	
26	
	NOTICE:
27	Using a notary on this document does not constitute any adhesion, nor does it alter my status in any manner. The
28	purpose for notary is verification and identification only and not for entrance into any foreign jurisdiction.

Case 1:24-cv-24273-RKA Document 1-1 Entered on FLSD Docket 11/01/2024 Page 59 of 111 REGISTERED MAIL # RF661448955US JURAT State of Florida ) ss. County of Miami-Dade Subscribed and sworn to (of affirmed) before me on this 24 day of 0(40000, 2024, by Steven MacArthur-Brooks, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me. Vega Notary public Seal: CLAUDIA VEGA Notary Public - State of Florida Commission # HH 184518 My Comm. Expires Oct 10, 2025 -Page 4 of 4-

AFFIDAVIT: POWER OF ATTORNEY IN FACT - STEVEN CLYDE MACARTHUR BROOKS

From: Steven MacArthur-Brooks, sui juris, 1 Authorized Representative(s), Secured Party(ies). TMSTEVEN-MACARTHUR-BROOKS@ ESTATE c/o 15822 North West 87th Court Miami Lakes, Florida [33018] \*\*\* NOTICE TO AGENT IS NOTICE TO PRINCIPAL \*\*\* non-domestic without the United States \*\*\* NOTICE TO PRINCIPAL IS NOTICE TO AGENT \*\*\* 4 To/Respondent(s): Teresa H. Campbell, Shirley Jackson 5 C/o SAN DIEGO COUNTY CREDIT UNION 6545 SEQUENCE DR 6 Date: June 26, 2024 SAN DIEGO, CA [92121] EIN # 95-1184903 ACCOUNT/SECURITY # 0007568356, VIN: 3GTP1NEC0JG447243 8 AFFIDAVIT CERTIFICATE of DISHONOR, DEFAULT, NON-RESPONSE, 9 JUDGEMENT, and LIEN AUTHORIZATION. 10 - FRAUD TMSTEVEN MACARTHUR-BROOKS@, TMSTEVEN MACARTHUR- EMBEZZLEMENT 11 - IDENTITY THEFT BROOKS© ESTATE, LARCENY 12 Plaintiff(s). **EXTORTION**  COERCION 13 DEPRIVATION OF RIGHTS UNDER THE COLOR OF Teresa H. Campbell, Shirley Jackson SAN DIEGO 14 COUNTY CREDIT UNION, Does 1-10 Inclusive, BREACH OF TRUST - FORCED PEONAGE 15 CONSPIRACY DEMAND FOR ACCOUNT SETTLEMENT AND 16 Defendant(s). CLOSURE \$10,000,000.00 USD JUDGEMENT AND LIEN 17 FULLY AUTHORIZED. Invoice HEREIN. 18 VERIFIED 19 KNOW ALL MEN BY THESE PRESENTS, that on this day, before me, a 20

KNOW ALL MEN BY THESE PRESENTS, that on this day, before me, a Notary Public, personally came and appeared Steven MacArthur-Brooks, in propria persona, sui juris, a living soul, natural, freeborn Sovereign, by limited special appearance. He is herein referred to as 'Affiant,' over 18 years of age, being competent to testify and having first hand knowledge of the facts herein. Affiant declared (or certified, verified, affirmed, or stated) under penalty of perjury under the laws of the United States of America that the following is true and correct, to the best of Affiants's understanding and belief, and in good faith:

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Case 1:24-cv-24273-RKA Document 1-1 Extend on DSD Docket 11/01/2024 Page 61 of 111

Registered Mail # RF 204 463 888 US

-	
1	1. As of June 24, 2024, Affiant has not received a valid, point for point, written
2	response to the document(s) mailed to the person(s) named below. The document(s)
3	mailed and the mail and delivery date(s) was are:
	(1) Document: AFFIDAVIT and PLAIN STATEMENT OF FACTS, NOTICE
4	of DISHONOR, DEFAULT, FRAUD, EMBEZZLEMENT, EXTORTION,
5	LARCENY, and DEMAND FOR ACCOUNT SETTLEMENT AND CLOSURE
6	Certified Mail Number: 9589071052701733216000.
	Mailed to: Teresa H. Campbell, Shirley Jackson SAN DIEGO COUNTY
7	CREDIT UNION, Does 1-10 Inclusive — C/o SAN DIEGO COUNTY
8	CREDIT UNION
9	6545 SEQUENCE DR., SAN DIEGO, CA [92121].
	Mailed: May 7, 2024, 1:01 pm.
10	<u>Delivered:</u> "May 20, 2024, 7:30 am.
11	(2) Document: AFFIDAVIT and PLAIN STATEMENT OF FACTS, NOTICE
12	of DISHONOR, DEFAULT and Opportunity to Cure, FRAUD,
	EMBEZZLEMENT. EXTORTION, LARCENY, and DEMAND FOR
13	ACCOUNT SETTLEMENT AND CLOSURE.
14	Certified Mail Number: 9589071052701733216123.
15	Mailed to: Teresa H. Campbell, Shirley Jackson SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive — C/o SAN DIEGO COUNTY
	CREDIT UNION
16	6545 SEQUENCE DR., SAN DIEGO, CA [92121].
17	Mailed: May 17, 2024, 5:01 pm.
18	<u>Delivered:</u> "May 28, 2024, 8:13 am.
19	
20	2. As of June 24, 2024, Affiant has established the following Contract and Judgment
21	against the above Respondent(s), as they have agreed by receiving, consideration,
22	acceptance, willful silence, acquiescence, and TACIT PROCURATION:
23	["]You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT
	UNION, Does 1-10 Inclusive fail to respond within three (3) days, you/they individually and collectively admit the statements and claims by TACIT
24	PROCURATION, and completely agree that you/they individually and
25	collectively are guilty of fraud, embezzlement, larceny, extortion, coercion,
26	conspiracy, deprivation of rights under the color of law, injury and damage
	to Affiant and/or the STEVEN MACARTHUR-BROOKS ESTATE and/or STEVEN MACARTHUR-BROOKS.
27	ONLY A CONTROL OF THE
28	Moreover, If You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive fail to respond within three

June 21, 2024 — AFFIDAVIT CERTIFICATE of DISHONOR, DEFAULT, NON-RESPONSE, JUDGEMENT, and Lien Authorization.
-page 2 of 10-

(3) days, you/they individually and collectively, fully and unequivocally Accept, indorse, support, and advocate for a judgement of Ten Million Dollars (\$10,000,000.00 USD) being entered against Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive in the favor of STEVEN MACARTHUR-BROOKS, and the STEVEN MACARTHUR-BROOKS ESTATE.

Finally, If You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, and/or Does 1-10 fail to respond within three (3) days, you/they individually and collectively, fully and unequivocally indorse, support and advocate for STEVEN MACARTHUR-BROOKS, and the STEVEN MACARTHUR-BROOKS ESTATE to formally notify the United States Treasury and/or the Internal Revenue Service, submit the requisite forms 1099-A, 1099-OID, 1096, and 1041-V, execute an Affidavit Certificate of Non-Response and Judgement, and issue an ORDER TO PAY, with this agreement servings as prima facie evidence of You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive's indebtedness to STEVEN MACARTHUR-BROOKS and/or STEVEN MACARTHUR -BROOKS ESTATE. Should it be deemed necessary, the Claimants/Plaintiffs are authorized to initiate the filing of a lien to secure satisfaction of the adjudged sum of Ten Million Dollars (\$10,000,000.00 USD) ["].

- As of June 24, 2024, Affiant is not in possession of a response from Respondent(s), addressing each point on the affidavits sent, sworn under the penalty of perjury, as required.
- 4. Respondent(s) <u>individually and collectively admit</u> the statements and claims by TACIT PROCURATION, <u>all issues</u> are deemed settled RES JUDICATA, STARE DECISIS and by COLLATERAL ESTOPPEL["].
- 5. Respondent(s) individually and collectively, <u>fully agree</u> that Respondent(s) have received tender of payment in <u>full satisfaction</u> and settlement of this account by way of a \$24,000.00 private Bill of Exchange, via Certified Mail # 9589071052701733216000. Said private Bill of Exchange was tendered in good faith for <u>full satisfaction</u> and settlement, in compliance with UCC § 3-311, resulting in discharge, as evidenced by Nevada UCC3 Filing # 2024405802-2.
- 6. Respondent(s) individually and collectively, <u>fully agree</u> that is said tender of payment is refused, there is discharge, to the extent of the amount of the tender, resulting in a \$00.00 balance. In compliance with UCC § 3-603.

June 21, 2024 — AFFIDAVIT CERTIFICATE of DISHONOR, DEFAULT, NON-RESPONSE, JUDGEMENT, and Lien Authorization.

-page 3 of 10-

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7. Respondent(s) fully agree that acco	ount # 0007568356 is <u>fully satisfied</u> and/or
discharged per UCC 3-311 and/or 3-603, and	d thus settled, and closed. There is no balance
due to Respondent(s) from Affiant, ™STEVE	N MACARTHUR-BROOKS© or ™STEVEN
MACARTHUR-BROOKS© ESTATE, and the	title for VIN: 3GTP1NEC0JG447243 is
required to be surrendered to Affiant free of	any liens or encumbrances.

- 8. Respondent(s) <u>fully agree</u> that they did <u>NOT</u> provide TMSTEVEN MACARTHUR-BROOKS© or TMSTEVEN MACARTHUR-BROOKS© ESTATE with a loan or money or inherent value in any way.
- 9. Respondent(s) individually and collectively, fully and unequivocally and fully Authorize, Accept, indorse, support and advocate for Affiant, and/or TMSTEVEN MACARTHUR-BROOKS®, and/or TMSTEVEN MACARTHUR-BROOKS® ESTATE to formally notify the United States Treasury and/or the Internal Revenue Service, submit the requisite forms 1099-A, 1099-OID, 1096, 1041, 1099-C, and 1041-V, execute a notarized Affidavit CERTIFICATE of Dishonor, Non-Response and Judgement, and is fully Authorized to issue an ORDER TO PAY, with this expression of the contract agreement serving as prima facie evidence Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive's INDEBTEDNESS to Affiant, and/or TMSTEVEN MACARTHUR-BROOKS®, and/or TMSTEVEN MACARTHUR-BROOKS® to initiate the filing of a lien, and the seizing of property to secure satisfaction of the adjudged, decreed, and Authorized sum total due to Affiant, and/or TMSTEVEN MACARTHUR-BROOKS®, and/or TMSTEVEN MACARTHUR-BROOKS® ESTATE of, Ten Million and 00/100 U.S. Dollars (\$10,000,000.00 USD).
- 10. Respondent individually and collectively, fully agree that this Affidavit is prima facie evidence of fraud, embezzlement, fraud, larceny, intensity theft, conspiracy, deprivation of rights under the color of law, extortion. coercion, injury and damage to Affiant and proof of claim. See *United States v. Kis*, 658 F.2d, 526 (7th Cir. 1981)., "Appellee

1	had the burden of first proving its prima facie case and could do so by affidavit or other
2	evidence."
3	11. Respondent(s) individually and collectively, fully agree that INVOICE #
4	SANCREDITDISHONOR24 accurately represents their indebtedness of to Affiant,
5	TMSTEVEN MACARTHUR-BROOKS©, and/or TMSTEVEN MACARTHUR-BROOKS©
6	ESTATE.
7	12. Respondent(s) individually and collectively, fully agree that Respondent(s)
8	(Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, and/or
9	Does 1-10 Inclusive) or who you/they represent is/are the DEBTOR(S) in this matter.
10	13. Respondent(s) individually and collectively, fully agree that Teresa H. Campbell,
11	Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, and/or Does 1-10 Inclusive, or
12	who you represent has/have been paid in full for the "contract" in question.
13	14. Respondent(s) individually and collectively, fully agree that Teresa H. Campbell,
14	Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, and/or Does 1-10 Inclusive is/
15	are NOT the CREDITOR, or an ASSIGNEE of the CREDITOR, in this matter.
16	15. Respondent(s) individually and collectively, fully agree that Teresa H. Campbell,
17	Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, and/or Does 1-10 Inclusive, DO
18	NOT have any valid, legal, or lawful interest in, or claim to VIN: 3GTP1NEC0JG447243.
19	16. "Public officials are not immune from suit when they transcend their lawful
20	authority by invading constitutional rights."—AFLCIO v. Woodward, 406 F2d 137 t.
21	17. Consistent with the eternal tradition of natural common law, unless I
22	have harmed or violated someone or their property, I have committed no crime;
23	and I am therefore not subject to any penalty. I act in accordance with the following
24	U.S. Supreme Court case: "The individual may stand upon his constitutional
25	rights as a citizen. He is entitled to carry on his private business in his own way.
26	His power to contract is unlimited. He owes no such duty [to submit his books and
27	papers for an examination] to the State, since he receives nothing therefrom, beyond
28	the protection of his life and property. His rights are such as existed by the law of

June 21, 2024 — AFFIDAVIT CERTIFICATE of DISHONOR, DEFAULT, NON-RESPONSE, JUDGEMENT, and Lien Authorization.
-page 5 of 10-

1	the land [Common Law] long antecedent to the organization of the State, and can
2	only be taken from him by due process of law, and in accordance with the
3	Constitution. Among his rights are a refusal to incriminate himself, and the
4	immunity of himself and his property from arrest or seizure except under a
5	warrant of the law. He owes nothing to the public so long as he does not trespass
6	upon their rights." — Hale v. Henkel, 201 U.S. 43 at 47 (1905)
7	18. "the people, not the States, are sovereign." — Chisholm v. Georgia, 2 Dall.
8	419, 2 U.S. 419, 1 L.Ed. 440 (1793).
9	19. "Public officials are not immune from suit when they transcend their lawful
10	authority by invading constitutional rights."—AFLCIO v. Woodward, 406 F2d 137 t.
11	20. ALL ARE EQUAL UNDER THE LAW. (God's Law - Moral and Natural
12	Law). Exodus 21:23-25; Lev. 24: 17-21; Deut. 1; 17, 19:21; Mat. 22:36-40; Luke 10:17;
13	Col. 3:25. "No one is above the law".
14	21. IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE
15	<b>EXPRESSED.</b> (Heb. 4:16; Phil. 4:6; Eph. 6:19-21). — <b>Legal maxim:</b> "To lie is to go
16	against the mind." Oriental proverb: "Of all that is good, sublimity is supreme."
17	22. IN COMMERCE TRUTH IS SOVEREIGN. (Exodus 20:16; Ps. 117:2;
18	John 8:32; II Cor. 13:8 ) Truth is sovereign — and the Sovereign tells only the truth.
19	23. TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT. (Lev.
20	5:4-5; Lev. 6:3-5; Lev. 19:11-13: Num. 30:2; Mat. 5:33; James 5: 12)
21	24. AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN
22	COMMERCE. (12 Pet. 1:25; Heb. 6:13-15;). "He who does not deny, admits."
23	25. AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN
24	COMMERCE. (Heb. 6:16-17;). "There is nothing left to resolve."
25	26. WORKMAN IS WORTHY OF HIS HIRE. The first of these is expressed
26	in Exodus 20:15; Lev. 19:13; Mat. 10:10; Luke 10"7; II Tim. 2:6. Legal maxim: "It is
27	against equity for freemen not to have the free disposal of their own property."
28	

#### 27. HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT.

(Book of Job; Mat. 10:22) — **Legal maxim:** "He who does not repel a wrong when he can occasions it.")

#### FURTHER AFFIANT SAYETH NOT.

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#### COPY of this AFFIDAVIT CERTIICATE and ATTACHMENTS also sent to:

To/Cc: Alejandro E. Moreno, Fiduciary(ies) Agent(s). C/o SHEPPARD, MULLIN, RICHTER, HAMPTON LLP 501 WEST BROADWAY, 19TH FLOOR San Diego, California [91201-3598] Registered Mail # RF 204 463 891 US. To/Cc: Daniel Werfel, Fiduciary(ics),

C/o INTERNAL REVENUE SERVICE

3651 S IH 35, STOP 6579 AUSC

Austin, Texas [73301-0059]

Express Mail # RF 204 463 905 US

#### ATTACHMENT/EXCLOSURES:

- (Copy) <u>AFFIDAVIT and PLAIN STATEMENT OF FACTS, NOTICE of DISHONOR, DEFAULT, FRAUD, EMBEZZLEMENT. EXTORTION, LARCENY, and DEMAND FOR ACCOUNT SETTLEMENT AND CLOSURE</u> (Sent via Certified Mail # 9589071052701733216000).
- (Copy) AFFIDAVIT and PLAIN STATEMENT OF FACTS, NOTICE of DISHONOR, DEFAULT and
  Opportunity to Cure, FRAUD, EMBEZZLEMENT. EXTORTION, LARCENY, and DEMAND FOR ACCOUNT
  SETTLEMENT AND CLOSURE (Sent via Certified Mail # 9589071052701733216123).
- (Signed Copy) Affidavit of WALKER TODD, substantiating ALL credit originates from the non-citizen national/ national/internationally protected person/official guest.
- 4. (Certified Copy) Library of Congress certified copy of House Joint Resolution 192 of June 5 1933, public law 73-10.
- (Copy) BIRTH CERTIFICATE Accepted for Value and returned for value with honor, in compliance with UCC § 3-302, and 9-105.
- Private UCC Contract # 2024400157-3, filed with Nevada establishing lien on all assets and Steven MacArthur-Brooks as holder in due course, in compliance with UCC § 3-302, 9-105, 9-313, 9-509.
- UCC3 Filing # 2024405802-2, adding BILL OF EXCHANGE/INSTRUMENT tendered for full satisfaction in the amount of Twenty Four Thousand Dollars (\$24,000.00 USD) for Account/Bond # XXXXXX8356-14, in compliance with UCC § 3-603, and 3-311, and thus discharged regardless.
- UCC3 Filing # 2024403283-5 adding NOTE/SECURITY FOR Account/Bond # XXXXXX8356-14, in compliance with UCC § 3-302, 8-105, 9-105.
- 25 9. (Copy) Affidavit of Truth: Jurisdiction, Sovereign/national Status, Revocation of Signatures and POA.
- 26 10. (Copy) Power of Attorney In Fact.
  - 11. (Copy) Steven MacArthur-Brooks / STEVEN MACARTHUR-BROOKS Trademark and Copyright agreement.
  - 12. (Copy) NOTICE: of STATUS, RIGHIS, PROTECTIONS, JURISDICTION of national.

June 21, 2024 — AFFIDAVIT CERTIFICATE of DISHONOR, DEFAULT, NON-RESPONSE, JUDGEMENT, and Lien Authorization.

-page 7 of 10-

Invoice No.: SANDIEGOCREDITDISHONOR24

\$10,000,000.00

\$100,000,000.00

\$100,000,000.00

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\$500,000,000.00

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### INVOICE and/or TRUE BILL

Dear Valued Customer(s), Fiduciary(ies), Agent(s), and/or DEBTOR(S):

It has come to OUR attention that you are deemed guilty of multiple felony crimes, violations of U.S. Code, U.C.C, the Constitution, and the law. You have or currently still are threatening, extorting, depriving, coercing, damaging, injuring, and causing irreparable physical, mental, emotional, and financial harm to TMSTEVEN MACARTHUR-BROOKS® and TMSTEVEN CLYE MACARTHUR BROOKS® ESTATE, TM and its/their beneficiary(ies), and their Fiduciary(ies), Trustee(s), Executor(s), Agent(s), and Representatives. You remain in default, dishonor, and have an outstanding past due balance due immediately, to wit:

1.	Received, Considered, and Accepted Contract Offer sent
	by way of Certified Mail # 9589 0710 5270 1733 2160 00,
	and delivered May 30, 2023 at 7:30 am:

Received, Considered, and Accepted Contract Offer sent by way of Certified Mail # 9589 0710 5270 1733 2161 23, and delivered May 28, 2024, 8:13 am:

3 Professional and personal fees and costs associated with preparing documents for this matter:

15 U.S. Code § 2 - Monopolizing trade a felony; penalty: 5.

18 U.S. Code § 241 - Conspiracy against rights: 7. 18 U.S. Code § 242 - Deprivation of rights under color of law:

House Joint Resolution 192 of June 5 1933, Public Law 73-10: 8.

15 U.S. Code § 1122 - Liability of United States and States, and instrumentalities and officials thereof:

15 U.S. Code § 1 - Trusts, etc., in restraint of trade illegal; penalty (fine and/or up to ten years imprisonment):

18 U.S. Code § 1951 - Interference with commerce by threats or violence (fine and/or up to twenty years imprisonment):

Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and internationally protected persons:

18 U.S. Code § 878 - Threats and extortion against foreign officials, official guests, or internationally protected persons (fine and/or up to twenty years imprisonment):

18 U.S. Code § 880 - Receiving the proceeds of extortion (fine and/or up to three years imprisonment):

Fraud, conspiracy, obstruction, identity theft, extortion, forced peonage, bad faith actions, treason, monopolization of trade and commerce, bank fraud, threats, coercion, identity theft, mental trauma, emotional anguish and trauma. embezzlement, larceny, felony crimes, loss of time and thus enjoyable life, deprivation of rights under the color of law, harassment, violating the Constitution, injury and damage:

Total Due:

\$2,975,000,000.00 USD

\$1,000,000,000.00

Good Faith Discount: Total Due by 07/21/2024:

\$2,965,000,000.00 USD \$10,000,000.00 USD

June 21, 2024 - AFFIDAVIT CERTIFICATE of DISHONOR, DEFAULT, NON-RESPONSE, JUDGEMENT, and Lien Authorization. -page 8 of 10Case 1:24-cv-24273-RKA Document 1-1 Entered by FDSD Pocter 11/01/2024 Page 68 of 111

Registered Mail # RF 204 463 888 US

#### COMMERCIAL OATH AND VERIFICATION: 1 2 County of Miami-Dade Commercial Oath and Verification 3 The State of Florida 4 I, STEVEN MACARTHUR-BROOKS, under my unlimited liability and Commercial Oath 5 proceeding in good faith being of sound mind states that the facts contained herein are true, correct, complete and not misleading to the best of Affiant's knowledge and belief under penalty of International Commercial Law and state this to be HIS Affidavit of Truth regarding same signed and sealed this 26 day of June in the year of Our Lord two thousand and twenty four: 8 9 proceeding sui juris, by Special Limited Appearance, All rights reserved without prejudice or recourse, UCC § 1-308, 3-402. 10 11 Steven MacArthur-Brooks, Authorized Representative, 12 Executor, Secured Party, Executor, national, 13 private bank(er) EIN # 9-xxxxx89 14 NOTICE: 15 Using a notary on this document does not constitute any adhesion, nor does it alter my status in any 16 manner. The purpose for notary is verification and identification only and not for entrance into any foreign jurisdiction. 17 Let this document stand as truth before the Almighty Supreme Creator and let it be established 18 before men according as the scriptures saith: "But if they will not listen, take one or two others along, so 19 that every matter may be established by the testimony of two or three witnesses." Matthew 18:16. "In the mouth of two or three witnesses, shall every word be established" 2 Corinthians 13:1. 20 21 By Special Limited Appearance, All rights reserved without prejudice or recourse, U.C.C §1-308, 3-402. 22 23 Kevin Walker, Authorized Representative, Attorney In Fact, 24 (WITNESS) Secured Party, Executor, national, private bank(er) EIN # 9x-xxxxx07 25 By Special Limited Appearance, 26 All rights reserved without prejudice or recourse, U.C.C §1-308, 3-402. 27

June 21, 2024 — AFFIDAVIT CERTIFICATE of DISHONOR, DEFAULT, NON-RESPONSE, JUDGEMENT, and Lien Authorization.

-page 9 of 10-

Brittany Cabral MacArthur-Brooks (WITNESS)

28

# Case 1:24-cv-24273-RKA Document 1-1 Envired on ENST-pocket 11/01/2024 Page 69 of 111

Registered Mail # RF 204 463 888 US

H	
	In compliance with U.C.C (Uniform Commercial Code) § 3-603, 3-311, 3-505, 1-202, 2-202,
	8-105, 9-105, 9-313, 9-509, this document serves as formal notice that the undersigned has executed
	the presentation of the attached above referenced contract(s) and/or presentment(s) via Express,
	Registered, and/or Certified mail, with enclosed notices providing the Respondent(s) with a
	reasonable timeframe to consider and either accept or decline the proposed conditions and terms
1	of the contract.
	After allowing seven (7) days for the mailing of the contract and providing more than three
	(3) days, or 72 hours, for the acceptance or refusal—with the time allotted for responding having
	elapsed—the involved parties/Respondent(s), having been duly notified of the contract's terms
	and with the record indicating an absence of a valid rebuttal, response, or refusal, the Notary
	hereby asserts that, in accordance with the legal maxim that "Silence is Acquiescence," there
	appears to be a TACIT AGREEMENT by the Respondent(s) to the terms and conditions of the
	contract, and the stipulation that the DEBTOR(S)/Respondent(s) fully authorize the filing of a
	UCC1 Financing Statement and Lien in an authenticated record, as stipulated by UCC 9-509.
	Therefore, a confession of judgment on the facts, stipulations, and merits is deemed
	warranted.
	JURAT:
	State of Florida  State of Florida  State of Miami-Dade  Subscribed and sworn to (or affirmed) before me on this 26th day of June, 2024, by Steven MacArhtur-
-	Brooks, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
	Notary public ABRAHAM  Seal:  NUMBER HH 420865 EXPIRES Jul. 12, 2027

# Case 1:24-cv-24273-RKA Document 1-1 Entered by FS5 Pootet 11/01/2024 Page 70 of 111

Certified Mail # 9589 0710 5270 1733 2160 00

1 2 3	From:	Steven MacArthur-Brooks, sui juris, Authorized Representative(s), Secured Party STEVEN MACARTHUR-BROOKS c/o 15822 North West 87th Court Miami Lakes, Florida [33018] non-domestic without the United States	(ies).  *** NOTICE TO AGENT IS NOTICE TO PRINCIPAL *** *** NOTICE TO PRINCIPAL IS NOTICE TO AGENT ***
4	To:	Teresa H. Campbell, Shirley Jackson	*** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT
5		SAN DIEGO COUNTY CREDIT UNION 6545 SEQUENCE DR	
6		SAN DIEGO, CA [92121] EIN # 95-1184903	
7	Date:	April 28, 2024 ACCOUNT NUM	BER: 0007568356, VIN: 3GTP1NEC0JG447243
8		<b>AFFIDAVIT and PLAIN</b>	STATEMENT OF FACTS
9	1	NOTICE of DISHONOR, DEFAULT, F	RAUD, EMBEZZLEMENT, EXTORTION,
10			OUNT SETTLEMENT AND CLOSURE
11	STEV	VEN MACARTHUR-BROOKS, VEN MACARTHUR-BROOKS ESTATE,	) - FRAUD ) - EMBEZZLEMENT
12		Plaintiff(s),	) - IDENTITY THEFT ) - LARCENY
13		VS.	) - EXTORTION ) - COERCION
		a H. Campbell, Shirley Jackson SAN DIEGO NTY CREDIT UNION, Does 1-10 Inclusive,	) - DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW
14	COOL	THE CREDIT CIVION, DOES 1-10 Inclusive,	) - BREACH OF TRUST
15			) - FORCED PEONAGE ) - CONSPIRACY
16		Defendant(s).	) - DEMAND FOR ACCOUNT SETTLEMENT AND CLOSURE
17			) - \$10,000,000.00 DUE
18	Marie Commence		)
19			VERIFIED
20		This is an offer for Teresa H. Campbell,	Shirley Jackson, SAN DIEGO COUNTY CREDIT
21	UNIO	N, and/or Does 1-10 Inclusive, in honor, to	make full disclosure if you are in fact the TRUE
22	(See B	slack's law Dictionary 6th Ed. "TRUE" pa	ge 1508) CREDITOR or represent the true
23	CREE	DITOR under The Truth In Lending Act 15	U.S.C. §1601, Privacy Act Title 5 U.S.C. § 552(a)
24	and Ti	tle 12 U.S.C. § 2605. The requirement of	CREDITOR to respond and act to a purported
25	DEBT	OR's request for full disclosure and infor	mation regarding a purported debt; the account you
26	list as	STEVEN MACARTHUR-BROOKS, AC	COUNT NUMBER: 0007568356, VIN #
27	3GTP	1NEC0JG447243 with SAN DIEGO CO	UNTY CREDIT UNION THIS ASSET IS
28	HERE	BY UNDER RECOUPMENT.	

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Certified Mail # 9589 0710 5270 1733 2160 00

1	If you refuse to stipulate that you are or represent the true CREDITOR of the purported
2	LOAN, VIN #3GTP1NEC0JG447243, you must cease any and all collection activity and
3	surrender the Title to VIN # 3GTP1NEC0JG447243, free of any liens or encumbrances, and make
4	restitution and remedy. Accordingly, if YOU fail to respond in this Matter, then YOU have thus
5	stipulated that I MUST be the true CREDITOR in this matter, and any previous claims by you
6	and/or any other party that I am the purported DEBTOR are thus considered null and void ab initio
7	by you and all other parties, and you are guilty of fraud, extortion, embezzlement, larceny, and
8	banking and securities fraud.
9	YOU, cannot be the CREDITOR in this instant matter because YOU and/or any of YOU
10	NEVER risked any assets, nor are any of YOU holding any assets. A CREDITOR cannot be a true
11	CREDITOR if they don't hold the asset in question and they cannot hold assets for if they do, their
12	tax exempt status is violated and the Trust itself is void ab initio.
13	If you are the true CREDITOR or represent the true CREDITOR under The Truth In
14	Lending Act 15 U.S.C. §1601, Privacy Act Title 5 U.S.C. § 552(b)(4), and Title 12 U.S.C. § 2605
15	you MUST NOW inform me, the INTERNAL REVENUE SERVICE (IRS) and the SECURITIES
16	AND EXCHANGE COMMISSION (SEC) of YOUR/THEIR change in Tax exempt status of being
17	a CREDITOR.
18	You, my purported lending institution, successor in ownership, and/or loan servicer have
19	committed acts of fraud upon me, and the public in general, and are the single cause of this paradox
20	and absent YOU stating the claim as true CREDITOR or representative of the true CREDITOR,
21	YOU cannot claim a debt or collection thereof.
22	The undersigned, Steven MacArthur-Brooks, hereafter referred to as individually as Affiant
23	and Collectively as Affiants. Affiants are the Agents, Attorney In Facts, and Secured Parties and
24	Secured Creditors of and for STEVEN MACARTHUR-BROOKS and STEVEN MACARTHUR-
25	BROOKS ESTATE. Affiants hereby state that he/she are of legal age and competent to state on
26	belief and personal knowledge that the facts set forth herein as duly noted below are true, correct,
27	complete, and presented in good faith regarding the account listed as STEVEN MACARTHUR-
28	BROOKS, Account Number: 0007568356, VIN # 3GTP1NEC0JG447243, with the purported

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Certified Mail # 9589 0710 5270 1733 2160 00

1	CREDITOR to be with SAN DIEO COUNTY CREDIT UNION. This Affidavit concerns Teresa
2	H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive and
3	their attempt to collect a fraudulent debt, their coercion, extortion, conspiracy, deprivation of
4	rights under the color of law, identity theft, embezzlement, larceny, and to ORDER the
5	settlement and closure of this account.
6	As with any administrative process, Teresa H. Campbell, Shirley Jackson, SAN DIEGO
7	COUNTY CREDIT UNION, Does 1-10 Inclusive may controvert the statements and/or claims
8	made by Affiants by executing and delivering a verified response point by point, in affidavit
9	form, sworn and attested to under penalty of perjury, signed by Teresa H. Campbell, Shirley
10	Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive or other designated officer
11	of the corporation with evidence in support by Certified or Registered Mail,. Answers by any other
12	means are considered a non-response and will be treated as a non-response.
13	
14	YOU MUST RESPOND and REBUT MY ALLEGATIONS and CLAIMS under Title 12
15	<u>U.S. C.</u> § 2605.
16	
17	I, Steven MacArthur-Brooks, a living soul, over 18 years of age, being competent to
18	testify and having first hand knowledge of the facts herein, in good faith, allege and declare under
19	penalty of perjury that:
20	1. The fraudulently claimed "Car Loan" was in no way a "Car loan" as it was truly a
21	CURRENCY EXCHANGE as one form of "currency," the GENUINE ORIGINAL PROMISSORY
22	NOTE, was exchanged for another form of "currency" known as FEDERAL RESERVE NOTES or
23	MONEY OF ACCOUNT OR CHECKBOOK MONEY.
24	2. You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
25	Does 1-10 Inclusive, and/or your corporation, never at any time risked any of its assets and truly
26	only exchanged the GENUINE ORIGINAL PROMISSORY NOTE for "credit" according to the
27	Federal Reserve Generally Accepted Accounting Standards (GAAS) with the FEDERAL RESERVE
28	SYSTEM.

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1	3. You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
2	Does 1-10 Inclusive, and/or your corporation received unjust enrichment and/or pecuniary gain for
3	your fraudulent act(s).
4	4. You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
5	Does 1-10 Inclusive, and/or your corporation have operated as a FICTITIOUS PAYEE unlawfully
6	accepting unjust enrichment from a fraudulent and deceitful "contract" known as a "LOAN" and/or
7	"CREDIT AGREEMENT."
8	5. You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
9	Does 1-10 Inclusive, and/or your corporation has skirted numerous laws required by several states
10	concerning the "RECORDING OF DOCUMENTS" to defraud the states of their lawfully required
11	recording fees.
12	6. You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
13	Does 1-10 Inclusive, and/or your corporation has violated numerous laws concerning "filing and/or
14	recording false and/of fraudulent" documents in a public office.
15	7. You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
16	Does 1-10 Inclusive, and/or your corporation copied the NOTE before it was mutilated, destroyed,
17	dis-attached from the other documents, etc. and therefore the copy is invalid even if said copy was
18	or is "certified."
19	8. Without disclosure You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY
20	CREDIT UNION, Does 1-10 Inclusive, and/or your Corporation, parent Corporation and other
21	subsidiaries convert the monetary instrument (note) into an unregistered security, thereby
22	counterfeiting the purported borrower's signature, without disclosure that a note is a "monetary
23	instrument" that evidences a promise to pay a monetary obligation, does evidence an order to pay,
24	and does contain an acknowledgment by a bank that the bank has received for deposit a sum of
25	money or funds Ref. U.C.C. 9-102(a)(9). However, the debt instrument used for this purported loan
26	transaction exceeds a maturity of nine (9) months, and therefore it is already a security, Ref. 15
27	U.S.C. 78(c)(10). Therefore, any reference to a note is your/their knowledgeable, willful fraud by
28	conversion, intent and action.

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1	9. Without disclosure You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY
2	CREDIT UNION, Does 1-10 Inclusive, and/or your Corporation, parent Corporation and other
3	subsidiaries register the note as a security with the SECURITIES and EXCHANGE COMMISSION
4	using Form S3. Under U.C.C. 3-306, there cannot be a holder in due course on a promissory note
5	after YOU deposit it so you use off balance sheet bookkeeping under Financial Accounting
6	Standards (FAS) to hide the asset of the (See Black's Law Dictionary 6th Ed "TRUE" page 1508)
7	true CREDITOR. All banks and subsidiary mortgage companies follow FAS standards.
8	10. FR 2046 is one of several reports that are filed on OMB forms in which the public has a
9	right to disclosure under the Privacy Act that shows the purported borrower's asset and You, Teresa
10	H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive,
11	and/or your Corporation, parent Corporation and other subsidiaries' liability. Under Title 12 U.S.C.
12	1813(L)(1) when the purported borrower gives, deposits, or surrenders or the subsequent supposed
13	loan owner obtains the promissory note, it becomes a cash item and You, Teresa H. Campbell,
14	Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive, and/or your
15	Corporation, parent Corporation and other subsidiaries are required to give the purported borrower
16	a cash receipt. The deposit of Affiant's promissory note was made to a demand deposit account
17	you, and/or your Corporation, parent Corporation and other subsidiaries are required to show it on
18	THEIR books, but instead THEY do an offset entry and fail to give the purported borrower
19	and Affiant(s) a cash receipt.
20	11. You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
21	Does 1-10 Inclusive, and/or your Corporation, parent Corporation and other subsidiaries are
22	required under 12 U.S.C. §§248 and 347 to file an FR 2046 balance sheet. YOUR liability is my/
23	our promissory note. It is YOUR liability because it is an asset to me/us. YOU owe me that money
24	under recoupment. You call it an offset in accounting, but in the Uniform Commercial Code
25	(U.C.C.) it is called a recoupment.
26	12. Affiants hereby bring a mandatory counterclaim. Affiant(s) demand recoupment
27	settlement and closure. Under FAS 140, We are entitled to setoff. YOU and/or your Corporation

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1	must use our accounts payable as an offset or counterclaim to the financial asset side and that
2	is the receivable.
3	13. Affiant(s) demands copies of the S3 registration statement, the form You, Teresa H
4	Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive, and/o
5	your Corporation, parent Corporation and other subsidiaries file that shows THEY sold the note that
6	is a transfer; the 424(b)(5) prospectus; the balance sheets FR 2046, 2049, and 1099s that have OMI
7	numbers on them and are subject to disclosure under the Privacy Act, Title 5 U.S.C. § 552(a).
8	Auditors keep track of where the assets went. If necessary, I will file suit and subpoena the auditor
9	14. The genuine note and/or mortgage does not contain a Ratification of Commencement as
0	required by Ark. and F. R. Civ. P. 17(a), "real party in interest," that You, Teresa H. Campbell,
11	Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive, and/or your
2	Corporation, parent Corporation and other subsidiaries are not the "real party in interest",
3	failed or perpetuated failure to provide "full disclosure" of lawful terms, conditions, assignment,
14	consideration, silent agreements, repercussions, penalties, loss of rights and the consequences
15	thereof.
16	15. You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
17	Does 1-10 Inclusive, your corporation, and previous purported owners of the note/credit agreement
18	jointly and severally have "intentionally created fraud in the factum and withheld from "Affiant"
19	vital information concerning said debt and all of the matrix involved in making the loan" See
20	Deutsche Bank v. Peabody, 866 N.Y.S.2d 91 (2008).
21	16. Failure to disclose is Fraud. Fraud vitiates all contracts ab initio. Fraud allows
22	Affiant(s) to rescind his signature and cancel the contract. Under cancellation of Contracts
23	UCC § 1-206(4) states that the damaged party (Affiant) retains remedy.
24	17. Said line of credit may have been created by Teresa H. Campbell, Shirley Jackson, SAN
25	DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive depositing STEVEN MACARTHUR-
26	BROOKS's promissory note/agreement into an account. Wherever those funds came from, they
27	represented a return of equity, not a loan of money from Teresa H. Campbell, Shirley Jackson,
28	SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive.

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Certified Mail # 9589 0710 5270 1733 2160 00

1	18. The account has been reported to the IRS via the forms 1099-A and 1099-C, and the all
2	associated Debts canceled.
3	19. All agreements between STEVEN MACARTHUR-BROOKS, and Teresa H.
4	Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive,
5	are undisputedly void ab initio and remain unequivocally so.
6	20. Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
7	Does 1-10 Inclusive, its Agents, and Representatives may be attempting to evade taxes.
8	21. It remains undisputed that, Teresa H. Campbell, Shirley Jackson, SAN DIEGO
9	COUNTY CREDIT UNION, Does 1-10 Inclusive do not have a valid claim against STEVEN
10	MACARTHUR-BROOKS.
11	22. YOU, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
12	Does 1-10 Inclusive, or who you represent is the DEBTOR in this matter.
13	23. YOU, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
14	Does 1-10 Inclusive, or who you represent is <b>not</b> the CREDITOR, or an ASSIGNEE of the
15	CREDITOR, in this matter.
16	24. Affiant and/or STEVEN MACARTHUR-BROOKS and/or STEVEN MACARTHUR
17	-BROOKS ESTATE am/are NOT the DEBTOR in this matter.
18	25. YOU, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
19	Does 1-10 Inclusive, or who you represent are <b>not</b> the Real Party in Interest in this matter.
20	26. YOU, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
21	Does 1-10 Inclusive, or who you represent did <b>NOT</b> put their assets at risk in this instant matter.
22	27. YOU, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
23	Does 1-10 Inclusive or who you represent have only "made a currency exchange" in this matter.
24	28. YOU, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
25	Does 1-10 Inclusive, or who you represent are using a corporate entity and/or TRUST in furtherance
26	of fraudulent act(s).
27	

28

#### 

1	29. YOU, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
2	Does 1-10 Inclusive or who you represent purposely destroyed the "GENUINE" ORIGINAL
3	NOTE to "securitize" a new and Fraudulent NOTE.
4	30. YOU, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
5	Does 1-10 Inclusive, or who you represent is calling the NOTE, and/or PROMISSORY NOTE a
6	NOTE when in reality the NOTE is a security by "true" definition (See 15 U.S.C. § 78c 10).
7	31. YOU, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION
8	Does 1-10 Inclusive, or who you represent then register the NOTE/SECURITY with the SEC and
9	sell it for unjust enrichment and/or pecuniary gain for your fraudulent act(s).
10	32. YOU, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION
11	Does 1-10 Inclusive, or who you represent as such, are buying, selling and/or trading NOTEs as
12	fraudulent securities.
13	33. YOU, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION
14	Does 1-10 Inclusive, or who you represent has been paid in full for the "contract" in question.
15	34. YOU, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
16	Does 1-10 Inclusive, or who you represent follow the Federal Reserve GAAS when making a loan.
17	35. There is no lawful money in circulation, the gold remains removed from circulation, and
18	House Joint Resolution 192 of 1933 Public Law 73-10 remains enacted.
19	36. Affiant alleges that the attached Affidavit is prima facie evidence of fraud,
20	embezzlement, fraud, larceny, intensity theft, conspiracy, deprivation of rights under the color of
21	law, extortion. coercion, injury and damage to Affiant and proof of claim. See United States v. Kis,
22	658 F.2d, 526 (7th Cir. 1981)., "Appellee had the burden of first proving its prima facie case and
23	could do so by affidavit or other evidence."
24	37. ALLARE EQUAL UNDER THE LAW. (God's Law - Moral and Natural Law).
25	Exodus 21:23-25; Lev. 24: 17-21; Deut. 1; 17, 19:21; Mat. 22:36-40; Luke 10:17; Col. 3:25. "No
26	one is above the law".
27	38. IN COMMERCE TRUTH IS SOVEREIGN. (Exodus 20:16; Ps. 117:2; John 8:32; II
28	Cor. 13:8) Truth is sovereign and the Sovereign tells only the truth.

1	39. TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT. (Lev. 5:4-5; Lev.
2	6:3-5; Lev. 19:11-13: Num. 30:2; Mat. 5:33; James 5: 12)
3	40. AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE. (12 Pet.
4	1:25; Heb. 6:13-15;). "He who does not deny, admits."
5	41. AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGMENT IN
6	COMMERCE. (Heb. 6:16-17;). There is nothing left to resolve.
7	
8	FURTHER AFFIANT SAITH NOT.
9	
10	ADMINISTRATIVE REMEDY PROCEDURE:
11	Affiant and/or STEVEN MACARTHUR-BROOKS ESTATE and/or STEVEN
12	MACARTHUR-BROOKS, by Special Appearance, are hereby exhausting their administrative
13	remedy within the Admiralty, Law and/or Equity by providing Notice of same to You, Teresa H.
14	Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive.
15	As an operation of law, Affiants and/or the STEVEN MACARTHUR-BROOKS and/or
16	STEVEN MACARTHUR-BROOKS ESTATE are required to exhaust his/their administrative
17	remedy.
18	Again, Affiant alleges that the attached Affidavit is prima face evidence of fraud,
19	embezzlement, larceny, deprivation of rights under the color of law, identity theft, injury and
20	damage to Affiant and proof of claim. See United States v. Kis, 658 F.2d, 526 (7th Cir. 1981).,
21	"Appellee had the burden of first proving its prima facie case and could do so by affidavit or other
22	evidence."
23	As previously stated, with any administrative process, Teresa H. Campbell, Shirley Jackson,
24	SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive may controvert the statements and
25	or claims made by Affiants by executing and delivering a verified response point by point, in
26	affidavit form, sworn and attested to under penalty of perjury, signed by Teresa H. Campbell,
27	Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive or other
28	designated officer of the corporation with evidence in support by Certified or Registered Mail.

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1	Answers by any other means are considered a non-response and will be treated as a non-
2	response.
3	Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10
4	Inclusive, may agree and admit to all statements and claims made by Affiant by TACIT
5	PROCURATION by simply remaining silent.
6	
7	ESTOPPEL BY ACQUIESCENCE:
8	In the event Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT
9	UNION, Does 1-10 Inclusive and/or any Officer, Employee, or Associate with/of Teresa H.
10	Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive fails to
11	respond, they individually and collectively admit the statements and claims by TACIT
12	PROCURATION, all issues are deemed settled RES JUDICATA, STARE DECISIS and by
13	COLLATERAL ESTOPPEL. Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY
14	CREDIT UNION, Does 1-10 Inclusive, may not argue, controvert, or otherwise protest the finality
15	of the administrative findings in any subsequent process, whether administrative or judicial. (See
16	Black's Law Dictionary 6th Ed. for any terms you do not "understand"). Your failure to
17	completely answer and respond will result in your agreeing not to argue, controvert or
18	otherwise protest the finality of the administrative findings in any process, whether
19	administrative or judicial, as certified by Notary or Witness Acceptor in an Affidavit
20	Certificate of Non Response. Should YOU, Teresa H. Campbell, Shirley Jackson, SAN DIEGO
21	COUNTY CREDIT UNION, Does 1-10 Inclusive fail to respond, provide partial, unsworn, or
22	incomplete answers, such are not acceptable to me or to any court of law. See, Sieb's Hatcheries,
23	Inc. v. Lindley, 13 F.R.D. 113 (1952)., "Defendant(s) made no request for an extension of time in
24	which to answer the request for admission of facts and filed only an unsworn response within the
25	time permitted," thus, under the specific provisions of Ark. and Fed. R. Civ. P. 36, the facts in
26	question were deemed admitted as true. Failure to answer is well established in the court. Beasley
27	v. U. S., 81 F. Supp. 518 (1948)., "I, therefore, hold that the requests will be considered as having
28	been admitted."

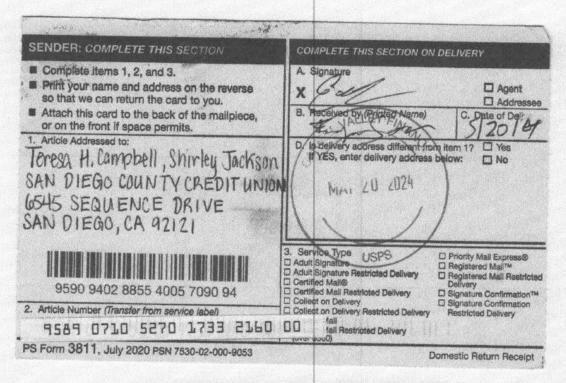
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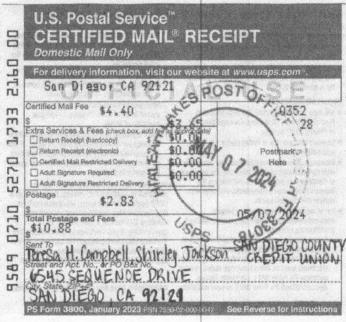
1	This is an opportunity for Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY
2	CREDIT UNION, Does 1-10 Inclusive, to respond, state a claim as Genuine CREDITOR or
3	authorized representative of the Genuine CREDITOR under The Truth In Lending Act 15 U.S.C.
4	§1601, Privacy Act Title 5 U.S.C. § 552(b)(4), and Title 12 U.S.C. § 2605 within three (3) days. In
5	the event you default and fail to properly respond to all questions and allegations YOU admit you
6	do not represent or are not the Genuine CREDITOR. As such, YOU must return the "Genuine"
7	Note, Deed/Deed of Trust, provide recoupment, return all remittances, reconvey my title, cease any
8	action of collection of a CREDITOR, and remove all claims and negative information from credit
9	reporting bureaus.
10	ACCOUNT SETTLEMENT, CLOSURE, AND REMEDY:
11	In order to privately settle and resolve this issue, Teresa H. Campbell, Shirley Jackson, SAN
12	DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive are required to record, reconcile, settle,
13	and close the account. This includes filing a Removing any liens or encumbrances on the
14	subject property's registration and/or title, within a deadline of three (3) days.
15	At the "Deadline" is defined as 5:00 p.m. on the third (3rd) day after your receipt of this
16	affidavit. "Failure to respond" is defined as a blank denial, unsupported denial, inapposite denial,
17	such as, "not applicable" or equivalent, statements of counsel and other declarations by third parties
18	that lack first-hand knowledge of the facts, and/or responses lacking verification, all such responses
19	being legally insufficient to controvert the verified statements herewith. See Sieb's Hatcheries, Inc
20	and Beasley, Supra. Failure to respond can result in your acceptance of personal liability external
21	to qualified immunity and waiver of any decision rights of remedy.
22	Furthermore, If You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY
23	CREDIT UNION, Does 1-10 Inclusive fail to respond within three (3) days, you/they individually
24	and collectively admit the statements and claims by TACIT PROCURATION, and completely
25	agree that you/they individually and collectively are guilty of fraud, embezzlement, larceny,
26	extortion, coercion, conspiracy, deprivation of rights under the color of law, injury and damage to
27	Affiant and/or the STEVEN MACARTHUR-BROOKS ESTATE and/or STEVEN MACARTHUR-
28	BROOKS.

1	Moreover, If You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT
2	UNION, Does 1-10 Inclusive fail to respond within three (3) days, you/they individually and
3	collectively, fully and unequivocally Accept, indorse, support, and advocate for a judgement of
4	Ten Million Dollars (\$10,000,000.00 USD) being entered against Teresa H. Campbell, Shirley
5	Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive in the favor of STEVEN
6	MACARTHUR-BROOKS, and the STEVEN MACARTHUR-BROOKS ESTATE.
7	Finally, If You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT
8	UNION, and/or Does 1-10 fail to respond within three (3) days, you/they individually and
9	collectively, fully and unequivocally indorse, support and advocate for STEVEN
10	MACARTHUR-BROOKS, and the STEVEN MACARTHUR-BROOKS ESTATE to formally
11	notify the United States Treasury and/or the Internal Revenue Service, submit the requisite forms
12	1099-A, 1099-OID, 1096, and 1041-V, execute an Affidavit Certificate of Non-Response and
13	Judgement, and issue an ORDER TO PAY, with this agreement servings as prima facie evidence of
14	You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10
15	Inclusive's indebtedness to STEVEN MACARTHUR-BROOKS and/or STEVEN MACARTHUR
16	-BROOKS ESTATE. Should it be deemed necessary, the Claimants/Plaintiffs are authorized to
17	initiate the filing of a lien to secure satisfaction of the adjudged sum of Ten Million Dollars
18	(\$10,000,000.00 USD).
19	
20	Mailing/Correspondence: Mail to Affiant's mailing location exactly as shown below. Use
21	of the Trademarks and Copyrights is NOT permitted without charge per use per issuer.
22	Correspondence will be accepted only as addressed:
23	Steven Mac Arthur-Brooks, Trustee c/o 15822 North West 87th Court
24	Miami Lakes, Florida [33018]
25	ATTACHMENTS:
26	<ol> <li>STEVEN MACARTHUR-BROOKS Trademark and Copyright (Copy).</li> <li>Form 1099-A filed with the IRS to Acquisition secured property and account (Copy).</li> </ol>
27	3. Form 1099-C filed with the IRS to Cancel Fraudulent Debt (Copy).
28	4. UCC Contract (Private) Trust # 2024400157-3 (Copy).
	5. Affidavit: Power of Attorney In Fact for STEVEN MACARTHUR BROOKS (Copy).
	-page 12 of 14-

1	Bill of Exchange: Non-Negotiable Acceptance of Inconsideration and Request Inconsolation (Original)     Debt Instrument/Bond/Money Order (Tender of Payment) Accepted for Value and Returned for Value, with honor		
2	(Original).		
3	COMMERCIAL OATH AND VERIFICATION		
4	County of Riverside )		
5	) Commercial Oath and Verification The State of California		
6			
7	I, <u>STEVEN MACARTHUR-BROOKS</u> , under my unlimited liability and Commercial Oath proceeding in good faith being of sound mind states that the facts contained herein are true, correct		
8	complete and not misleading to the best of Affiant's knowledge and belief under penalty of International Commercial Law and state this to be HIS Affidavit of Truth regarding same signed and		
9	sealed this 28th day of APRIL in the year of Our Lord two thousand and twenty four:		
10	Authorized signature By: UCC 3-402 (b)(1)		
11			
12	proceeding sui juris, by special limited appearance, All rights reserved without prejudice or recourse, UCC § 1-308, 3-402		
13	By: Otto Molto-Brook		
14	Steven MacArthur-Brooks, surjuris, 1D # 99-6443789 Affiant, Authorized Representative, Secured Party.		
15			
16	Let this document stand as truth before the Almighty Supreme Creator and let it be established before men		
	every matter may be established by the testimony of two or three witnesses." Matthew 18:16. "In		
17	the mouth of two or three witnesses, shall every word be established" 2 Corinthians 13:1.		
18	proceeding sui juris, by special limited appearance,		
19	All rights reserved without prejudice or recourse, UCC § 1-308		
20	By: 750/1/0		
21	Kesi (WITNESS)		
22	proceeding sui juris, by special limited appearance,		
23	All rights reserved without prejudice or recourse, UCC § 1-308		
24	By: B. B.		
25	Brittany Cabral MacArthur-Brooks (WITNESS)		
26	NOTICE:		
27	Using a notary on this document does not constitute any adhesion, nor does it alter my status in any		
28	manner. The purpose for notary is verification and identification only and not for entrance into any foreign jurisdiction.		

1	JURAT
2	State of Florida )
3	County of Miami-Dade ) ss.
4	Subscribed and sworn to (or affirmed) before me on this 28th day of April 2024,
5	by <u>Steven MacArthur-Brooks</u> , proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
6	Yasmil ekmandes Notary public
7	Notary public  Scal:
8	YASMILL HERNANDEZ
9	Notary Public - State of Florida Commission at HH 474340 My Comm. Expires Feb 2, 2028
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1 2 3	Miami Lakes, Florida [33018]	y(ies).  NOTICE TO AGENT IS NOTICE TO PRINCIPAL NOTICE TO PRINCIPAL IS NOTICE TO AGENT		
4				
5	To: Teresa H. Campbell, Shirley Jackson			
6	GIN DIFCO GLASIOI			
7	Date: 17 May, 2024 ACCOUNT NUM	IBER: 0007568356, VIN: 3GTP1NEC0JG447243		
		N. 3. W. D.		
9	AFFIL	DAVIT		
10	NOTICE of NON-RESPONSE, DEFA	ULT, and OPPORTUNITY TO CURE		
11	STEVEN MACARTHUR-BROOKS, STEVEN ) - FRAUD MACARTHUR-BROOKS ESTATE, ) - EMBEZZLEMENT			
12	Plaintiff(s),	) - IDENTITY THEFT ) - LARCENY		
13	vs.	) - EXTORTION ) - COERCION		
14	Teresa H. Campbell, Shirley Jackson SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive,	) - DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW		
15 16		) - BREACH OF TRUST ) - FORCED PEONAGE ) - CONSPIRACY		
17	Defendant(s).	) - DEMAND FOR ACCOUNT ) SETTLEMENT AND CLOSURE		
18		) - \$10,000,000.00 DUE		
19	Y Y	ERIFIED		
20	This correspondence constitutes a formal	notification of Default, Non-Response, and		
21	Dishonor, concurrently providing an Opportunity	to Cure. Currently, Does 1-10 persist in a state of		
22	commercial dishonor, non-response, and default,	with a said sum of Ten Million U.S. Dollars		
23	(\$10,000,000.00 USD) exigible forthwith, attributed to acts of fraud, extortion, embezzlement,			
24	larceny, coercion, conspiracy, theft, and deprivation of rights under color of law.			
25	Notification was effected through delivery	y of an Affidavit via Certified Mail # 9589 0710		
26	5270 1733 2160 00 Compliance stipulated a requisite response within a (3) day period; however, no			
27	such valid response has been forthcoming. In the event your dishonor through-nonperformance and			
28	non- response was unintentional or due to reasona	able neglect or impossibility, Attached again for		
	-page NOTICE OF DISHONOR, FRAUD, EMBEZZLEMENT, EXTORTION, LA	l of 14- rceny, and demand for account settlement and closure		

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1	your review and response is a copy of the same presentment, sent via Certified Mail # 9589 0710
2	5270 1733 2160 00.
3	If you continue your dishonorable actions and fail to cure the breach, your silence and/or
4	refusal will be your express agreement individually and collectively to all statements made in the
5	initial notice of acceptance and herein, and it will be presumed that you agree to all of the
6	agreement's stipulations.
7	This is an offer for Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT
8	UNION, and/or Does 1-10 Inclusive, in honor, to make full disclosure if you are in fact the TRUE
9	(See Black's law Dictionary 6th Ed. "TRUE" page 1508) CREDITOR or represent the true
0	CREDITOR under The Truth In Lending Act 15 U.S.C. §1601, Privacy Act Title 5 U.S.C. § 552(a)
1	and Title 12 U.S.C. § 2605. The requirement of CREDITOR to respond and act to a purported
2	DEBTOR's request for full disclosure and information regarding a purported debt; the account you
3	list as STEVEN MACARTHUR-BROOKS, ACCOUNT NUMBER: 0007568356, VIN #
4	3GTP1NEC0JG447243 with SAN DIEGO COUNTY CREDIT UNION.
5	NOTE valued at Twenty Thousand and 00/100 U.S. Dollars (\$24,000.00 USD) for
6	purported loan #0007568356, VIN # 3GTP1NEC0JG447243, as well as all other assets
7	(tangible and intangible) and securities have bene Accepted for Value, and have been or will
8	deposited to the U.S. Treasury to the U.C.C. contract (Private) Trust Account for STEVEN
9	MACARTHUR-BROOKS ESTATE.
0	IT IS REQUESTED/DEMANDED THAT ALL ACCOUNTS, BONDS, AND
1	SECURITIES BE LIQUIDATED, AND THAT ALL CREDITS BE RELEASED TO THE
2	STEVEN MACARTHUR-BROOKS ESTATE OR ITS AGENT(S).
3	If you refuse to stipulate that you are or represent the true CREDITOR of the purported
4	LOAN, VIN # 3GTP1NEC0JG447243, you must cease any and all collection activity and
5	surrender the Title to VIN # 3GTP1NEC0JG447243, free of any liens or encumbrances, and make
6	restitution and remedy. Accordingly, if YOU fail to respond in this Matter, then YOU have thus
7	stipulated that I MUST be the true CREDITOR in this matter, and any previous claims by you
8	and/or any other party that I am the purported DEBTOR are thus considered null and void ab initio

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Certified Mail # 9589 0710 5270 1733 2161 23

1	by you and all other parties, and you are guilty of fraud, extortion, embezzlement, larceny, and
2	banking and securities fraud.
3	YOU, cannot be the CREDITOR in this instant matter because YOU and/or any of YOU
4	NEVER risked any assets, nor are any of YOU holding any assets. A CREDITOR cannot be a true
5	CREDITOR if they don't hold the asset in question and they cannot hold assets for if they do, their
6	tax exempt status is violated and the Trust itself is void ab initio.
7	If you are the true CREDITOR or represent the true CREDITOR under The Truth In
8	Lending Act 15 U.S.C. §1601, Privacy Act Title 5 U.S.C. § 552(b)(4), and Title 12 U.S.C. § 2605
9	you MUST NOW inform me, the INTERNAL REVENUE SERVICE (IRS) and the SECURITIES
10	AND EXCHANGE COMMISSION (SEC) of YOUR/THEIR change in Tax exempt status of being
11	a CREDITOR.
12	You, my purported lending institution, successor in ownership, and/or loan servicer have
13	committed acts of fraud upon me, and the public in general, and are the single cause of this paradox
14	and absent YOU stating the claim as true CREDITOR or representative of the true CREDITOR,
15	YOU cannot claim a debt or collection thereof.
16	The undersigned, Steven MacArthur-Brooks, hereafter referred to as individually as Affiant
17	and Collectively as Affiants. Affiants are the Agents, Attorney In Facts, and Secured Parties and
18	Secured Creditors of and for STEVEN MACARTHUR-BROOKS and STEVEN MACARTHUR-
19	BROOKS ESTATE. Affiants hereby state that he/she are of legal age and competent to state on
20	belief and personal knowledge that the facts set forth herein as duly noted below are true, correct,
21	complete, and presented in good faith regarding the account listed as STEVEN MACARTHUR-
22	BROOKS, Account Number: 0007568356, VIN # 3GTP1NEC0JG447243, with the purported
23	CREDITOR to be with SAN DIEO COUNTY CREDIT UNION. This Affidavit concerns Teresa
24	H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive and
25	their attempt to collect a fraudulent debt, their coercion, extortion, conspiracy, deprivation of
26	rights under the color of law, identity theft, embezzlement, larceny, and to ORDER the
27	settlement and closure of this account.
28	As with any administrative process, Teresa H. Campbell, Shirley Jackson, SAN DIEGO

-page 3 of 14-NOTICE OF DISHONOR, FRAUD, EMBEZZLEMENT. EXTORTION, LARCENY, AND DEMAND FOR ACCOUNT SETTLEMENT AND CLOSURE

# Case 1:24-cv-24273-RKA Document 1-1 Entered on FLSD Docket 11/01/2024 Page 88 of 111 — EXHIBIT H—

1	COUNTY CREDIT UNION, Does 1-10 Inclusive may controvert the statements and/or claims
2	made by Affiants by executing and delivering a verified response point by point, in affidavit
3	form, sworn and attested to under penalty of perjury, signed by Teresa H. Campbell, Shirley
4	Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive or other designated office
5	of the corporation with evidence in support by Certified or Registered Mail,. Answers by any other
6	means are considered a non-response and will be treated as a non-response.
7	
8	YOU MUST RESPOND and REBUT MY ALLEGATIONS and CLAIMS under Title 12
9	<u>U.S.C.</u> § 2605.
10	
11	I, Steven MacArthur-Brooks, a living soul, over 18 years of age, being competent to
12	testify and having first hand knowledge of the facts herein, in good faith, allege and declare under
3	penalty of perjury that:
14	1. The fraudulently claimed "Car Loan" was in no way a "Car loan" as it was truly a
15	CURRENCY EXCHANGE as one form of "currency," the GENUINE ORIGINAL PROMISSORY
6	NOTE, was exchanged for another form of "currency" known as FEDERAL RESERVE NOTES of
17	MONEY OF ACCOUNT OR CHECKBOOK MONEY.
8	2. You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
9	Does 1-10 Inclusive, and/or your corporation, never at any time risked any of its assets and truly
20	only exchanged the GENUINE ORIGINAL PROMISSORY NOTE for "credit" according to the
1	Federal Reserve Generally Accepted Accounting Standards (GAAS) with the FEDERAL
2	RESERVE SYSTEM.
23	3. You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
4	Does 1-10 Inclusive, and/or your corporation received unjust enrichment and/or pecuniary gain for
.5	your fraudulent act(s).
6	4. You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
7	Does 1-10 Inclusive, and/or your corporation have operated as a FICTITIOUS PAYEE unlawfully
8	

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1	accepting unjust enhant from a traudulent and deceitful "contract" known as a "LOAN" and/or
2	"CREDIT AGREEMENT."
3	5. You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
4	Does 1-10 Inclusive, and/or your corporation has skirted numerous laws required by several states
5	concerning the "RECORDING OF DOCUMENTS" to defraud the states of their lawfully required
6	recording fees.
7	6. You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
8	Does 1-10 Inclusive, and/or your corporation has violated numerous laws concerning "filing and/or
9	recording false and/of fraudulent" documents in a public office.
0	7. You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
1	Does 1-10 Inclusive, and/or your corporation copied the NOTE before it was mutilated, destroyed,
2	dis-attached from the other documents, etc. and therefore the copy is invalid even if said copy was
3	or is "certified."
4	8. Without disclosure You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY
5	CREDIT UNION, Does 1-10 Inclusive, and/or your Corporation, parent Corporation and other
6	subsidiaries convert the monetary instrument (note) into an unregistered security, thereby
7	counterfeiting the purported borrower's signature, without disclosure that a note is a "monetary
8	instrument" that evidences a promise to pay a monetary obligation, does evidence an order to pay,
9	and does contain an acknowledgment by a bank that the bank has received for deposit a sum of
0	money or funds Ref. U.C.C. 9-102(a)(9). However, the debt instrument used for this purported loan
1	transaction exceeds a maturity of nine (9) months, and therefore it is already a security, Ref. 15
2	U.S.C. 78(c)(10). Therefore, any reference to a note is your/their knowledgeable, willful fraud by
3	conversion, intent and action.
4	9. Without disclosure You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY
5	CREDIT UNION, Does 1-10 Inclusive, and/or your Corporation, parent Corporation and other
6	subsidiaries register the note as a security with the SECURITIES and EXCHANGE COMMISSION
7	using Form S3. Under U.C.C. 3-306, there cannot be a holder in due course on a promissory note
8	after YOU deposit it so you use off balance sheet bookkeeping under Financial Accounting -page 5 of 14-

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1	Standards (FAS) to hide the asset of the (See Black's Law Dictionary 6th Ed "TRUE" page 1508)
2	true CREDITOR. All banks and subsidiary mortgage companies follow FAS standards.
3	10. FR 2046 is one of several reports that are filed on OMB forms in which the public has a
4	right to disclosure under the Privacy Act that shows the purported borrower's asset and You, Teresa
5	H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive,
6	and/or your Corporation, parent Corporation and other subsidiaries 'liability. Under Title 12
7	U.S.C. 1813(L)(1) when the purported borrower gives, deposits, or surrenders or the subsequent
8	supposed loan owner obtains the promissory note, it becomes a cash item and You, Teresa H.
9	Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive, and/or
10	your Corporation, parent Corporation and other subsidiaries are required to give the purported
11	borrower a cash receipt. The deposit of Affiant's promissory note was made to a demand deposit
12	account you, and/or your Corporation, parent Corporation and other subsidiaries are required to
13	show it on THEIR books, but instead THEY do an offset entry and fail to give the purported
4	borrower and Affiant(s) a cash receipt.
15	11. You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDITUNION,
6	Does 1-10 Inclusive, and/or your Corporation, parent Corporation and other subsidiaries are
7	required under 12 U.S.C. §§248 and 347 to file an FR 2046 balance sheet. YOUR liability is
8	my/our promissory note. It is YOUR liability because it is an asset to me/us. YOU owe me that
9	money under recoupment. You call it an offset in accounting, but in the Uniform Commercial Code
0.0	(U.C.C.) it is called a recoupment.
1	12. Affiants hereby bring a mandatory counterclaim. Affiant(s) demand recoupment
2	settlement and closure. Under FAS 140, We are entitled to setoff. YOU and/or your
13	Corporation must use our accounts payable as an offset or counterclaim to the financial asset
4	side and that is the receivable.
5	13. Affiant(s) demands copies of the S3 registration statement, the form You, Teresa H.
6	Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive, and/or
7	your Corporation, parent Corporation and other subsidiaries file that shows THEY sold the note that
8	is a transfer; the 424(b)(5) prospectus; the balance sheets FR 2046, 2049, and 1099s that have OMB

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1	numbers on them and are subject to disclosure under the Privacy Act, Title 5 U.S.C. § 552(a).
2	Auditors keep track of where the assets went. If necessary, I will file suit and subpoena the auditor
3	14. The genuine note and/or mortgage does not contain a Ratification of Commencement as
4	required by Ark. and F. R. Civ. P. 17(a), "real party in interest," that You, Teresa H. Campbell,
5	Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive, and/or your
6	Corporation, parent Corporation and other subsidiaries are not the "real party in interest",
7	failed or perpetuated failure to provide "full disclosure" of lawful terms, conditions, assignment,
8	consideration, silent agreements, repercussions, penalties, loss of rights and the consequences
9	thereof.
10	15. You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION
11	Does 1-10 Inclusive, your corporation, and previous purported owners of the note/credit agreement
12	jointly and severally have "intentionally created fraud in the factum and withheld from "Affiant"
13	vital information concerning said debt and all of the matrix involved in making the loan See
14	Deutsche Bank v. Peabody, 866 N.Y.S.2d 91 (2008):
15	16. Failure to disclose is Fraud. Fraud vitiates all contracts ab initio. Fraud allows
16	Affiant(s) to rescind his signature and cancel the contract. Under cancellation of Contracts
17	UCC § 1-206(4) states that the damaged party (Affiant) retains remedy.
18	17. Said line of credit may have been created by Teresa H. Campbell, Shirley Jackson, SAN
19	DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive depositing STEVEN MACARTHUR-
20	BROOKS's promissory note/agreement into an account. Wherever those funds came from, they
21	represented a return of equity, not a loan of money from Teresa H. Campbell, Shirley Jackson,
22	SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive.
23	18. The account has been reported to the IRS via the forms 1099-A and 1099-C, and the all
24	associated Debts canceled.
25	19. All agreements between STEVEN MACARTHUR-BROOKS, and Teresa H.
26	Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive,
27	are undisputedly void ab initio and remain unequivocally so.
28	

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1	20. Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
2	Does 1-10 Inclusive, its Agents, and Representatives may be attempting to evade taxes.
3	21. It remains undisputed that, Teresa H. Campbell, Shirley Jackson, SAN DIEGO
4	COUNTY CREDIT UNION, Does 1-10 Inclusive do not have a valid claim against STEVEN
5	MACARTHUR-BROOKS.
6	22. YOU, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
7	Does 1-10 Inclusive, or who you represent is the DEBTOR in this matter.
8	23. YOU, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
9	Does 1-10 Inclusive, or who you represent is <b>not</b> the CREDITOR, or an ASSIGNEE of the
0	CREDITOR, in this matter.
1	24. Affiant and/or STEVEN MACARTHUR-BROOKS and/or STEVEN MACARTHUR -
2	BROOKS ESTATE am/are NOT the DEBTOR in this matter.
3	25. YOU, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
4	Does 1-10 Inclusive, or who you represent are not the Real Party in Interest in this matter.
15	26. YOU, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
6	Does 1-10 Inclusive, or who you represent did NOT put their assets at risk in this instant matter.
7	27. YOU, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
8	Does 1-10 Inclusive or who you represent have only "made a currency exchange" in this matter.
9	28. YOU, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDITUNION,
20	Does 1-10 Inclusive, or who you represent are using a corporate entity and/or TRUST in
21	furtherance of fraudulent act(s).
22	29. YOU, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
23	Does 1-10 Inclusive or who you represent purposely destroyed the "GENUINE" ORIGINAL
24	NOTE to "securitize" a new and Fraudulent NOTE.
25	30. YOU, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
26	Does 1-10 Inclusive, or who you represent is calling the NOTE, and/or PROMISSORY NOTE a
27	NOTE when in reality the NOTE is a security by "true" definition (See 15 U.S.C. § 78c 10).
8.	

# Case 1:24-cv-24273-RKA Document 1-1 Entered on ELSD Docket 11/01/2024 Page 93 of 111

1	31. YOU, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
2	Does 1-10 Inclusive, or who you represent then register the NOTE/SECURITY with the SEC and
3	sell it for unjust enrichment and/or pecuniary gain for your fraudulent act(s).
4	32. YOU, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
5	Does 1-10 Inclusive, or who you represent as such, are buying, selling and/or trading NOTEs as
6	fraudulent securities.
7	33. YOU, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
8	Does 1-10 Inclusive, or who you represent has been paid in full for the "contract" in question.
9	34. YOU, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION,
10	Does 1-10 Inclusive, or who you represent follow the Federal Reserve GAAS when making a loan.
11	35. There is no lawful money in circulation, the gold remains removed from circulation, and
12	House Joint Resolution 192 of 1933 Public Law 73-10 remains enacted.
13	36. Affiant alleges that the attached Affidavit is prima facie evidence of fraud,
14	embezzlement, fraud, larceny, intensity theft, conspiracy, deprivation of rights under the color of
15	law, extortion. coercion, injury and damage to Affiant and proof of claim. See United States v. Kis,
16	658 F.2d, 526 (7th Cir. 1981)., "Appellee had the burden of first proving its prima facie case and
17	could do so by affidavit or other evidence."
18	37. ALL ARE EOUAL UNDER THE LAW, (God's Law - Moral and Natural Law).
19	Exodus 21:23-25; Lev. 24: 17-21; Deut. 1; 17, 19:21; Mat. 22:36-40; Luke 10:17; Col. 3:25. "No
20	one is above the law".
21	38. IN COMMERCE TRUTH IS SOVEREIGN. (Exodus 20:16; Ps. 117:2; John 8:32; II
22	Cor. 13:8) Truth is sovereign – and the Sovereign tells only the truth.
23	39. TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT. (Lev. 5:4-5; Lev.
24	6:3-5; Lev. 19:11-13: Num. 30:2; Mat. 5:33; James 5: 12)
25	40. AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE. (12 Pet.
26	1:25; Heb. 6:13-15;). "He who does not deny, admits."
27	41. AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGMENT IN
28	COMMERCE. (Heb. 6:16-17;). There is nothing left to resolve.

1 FURTHER AFFIANT SAITH NOT. 3 4 ADMINISTRATIVE REMEDY PROCEDURE: 5 Affiant and/or STEVEN MACARTHUR-BROOKS ESTATE and/or STEVEN MACARTHUR-BROOKS, by Special Appearance, are hereby exhausting their administrative remedy within the Admiralty, Law and/or Equity by providing Notice of same to You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive. 8 9 As an operation of law, Affiants and/or the STEVEN MACARTHUR-BROOKS and/or STEVEN MACARTHUR-BROOKS ESTATE are required to exhaust his/their administrative 10 remedy. 11 Again, Affiant alleges that the attached Affidavit is prima face evidence of fraud, 12 embezzlement, larceny, deprivation of rights under the color of law, identity theft, injury and 13 damage to Affiant and proof of claim. See United States v. Kis, 658 F.2d, 526 (7th Cir. 1981). "Appellee had the burden of first proving its prima facie case and could do so by affidavit or other 15 evidence." 16 As previously stated, with any administrative process, Teresa H. Campbell, Shirley Jackson, 17 SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive may controvert the statements 18 and/or claims made by Affiants by executing and delivering a verified response point by point, in 19 affidavit form, sworn and attested to under penalty of perjury, signed by Teresa H. Campbell, 20 Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive or other 21 designated officer of the corporation with evidence in support by Certified or Registered Mail. 22 Answers by any other means are considered a non-response and will be treated as a non-23 24 response. Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10 25 26 Inclusive, may agree and admit to all statements and claims made by Affiant by TACIT 27 PROCURATION by simply remaining silent. 28

1	ESTOPPEL BY ACQUIESCENCE:
2	In the event Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT
3	UNION, Does 1-10 Inclusive and/or any Officer, Employee, or Associate with/of Teresa H.
4	Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive fails to
5	respond, they individually and collectively admit the statements and claims by TACIT
6	PROCURATION, all issues are deemed settled RES JUDICATA, STARE DECISIS and by
7	COLLATERAL ESTOPPEL. Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY
8	CREDIT UNION, Does 1-10 Inclusive, may not argue, controvert, or otherwise protest the finality
9	of the administrative findings in any subsequent process, whether administrative or judicial. (See
10	Black's Law Dictionary 6th Ed. for any terms you do not understand"). Your failure to
11	completely answer and respond will result in your agreeing not to argue, controvert or
12	otherwise protest the finality of the administrative findings in <u>any</u> process, whether
13	administrative or judicial, as certified by Notary or Witness Acceptor in an Affidavit
14	Certificate of Non Response. Should YOU, Teresa H. Campbell, Shirley Jackson, SAN DIEGO
15	COUNTY CREDIT UNION, Does 1-10 Inclusive fail to respond, provide partial, unsworn, or
16	incomplete answers, such are not acceptable to me or to any court of law. See, Sieb's Hatcheries,
17	Inc. v. Lindley, 13 F.R.D. 113 (1952)., "Defendant(s) made no request for an extension of time in
18	which to answer the request for admission of facts and filed only an unsworn response within the
19	time permitted," thus, under the specific provisions of Ark. and Fed. R. Civ. P. 36, the facts in
20	question were deemed admitted as true. Failure to answer is well established in the court. Beasley
21	v. U. S., 81 F. Supp. 518 (1948)., "I, therefore, hold that the requests will be considered as having
22	been admitted."
23	This is an opportunity for Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY
24	CREDIT UNION, Does 1-10 Inclusive, to respond, state a claim as Genuine CREDITOR or
25	authorized representative of the Genuine CREDITOR under The Truth In Lending Act 15 U.S.C.
26	§1601, Privacy Act Title 5 U.S.C. § 552(b)(4), and Title 12 U.S.C. § 2605 within three (3) days. In
27	the event you default and fail to properly respond to all questions and allegations YOU admit you
28	do not represent or are not the Genuine CREDITOR. As such, YOU must return the "Genuine"
	21.4714

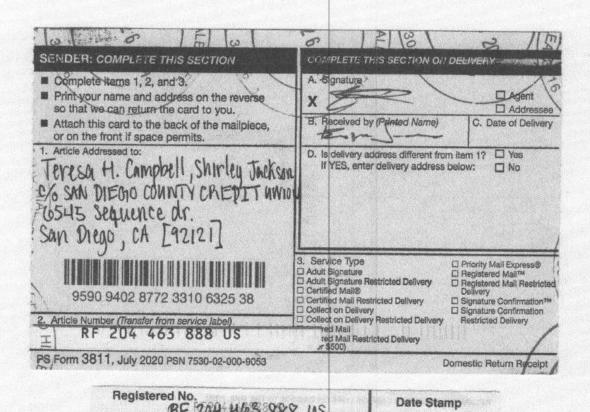
Note, Deed/Deed of Trust, provide recoupment, return all remittances, reconvey my title, cease any action of collection of a CREDITOR, and remove all claims and negative information from credit reporting bureaus. 3 4 ACCOUNT SETTLEMENT, CLOSURE, AND REMEDY: 5 In order to privately settle and resolve this issue, Teresa H. Campbell, Shirley Jackson, SAN 6 DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive are required to record, reconcile, settle, and close the account. This includes filing a Removing any liens or encumbrances on the subject property's registration and/or title, within a deadline of three (3) days. 9 At the "Deadline" is defined as 5:00 p.m. on the third (3rd) day after your receipt of this 10 affidavit. "Failure to respond" is defined as a blank denial, unsupported denial, inapposite denial, 12 such as, "not applicable" or equivalent, statements of counsel and other declarations by third parties that lack first-hand knowledge of the facts, and/or responses lacking verification, all such responses 13 being legally insufficient to controvert the verified statements herewith. See Sieb's Hatcheries, Inc. and Beasley, Supra. Failure to respond can result in your acceptance of personal liability external to qualified immunity and waiver of any decision rights of remedy. 17 Furthermore, If You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY 18 CREDIT UNION, Does 1-10 Inclusive fail to respond within three (3) days, you/they individually and collectively admit the statements and claims by TACIT PROCURATION, and completely 19 20 agree that you/they individually and collectively are guilty of fraud, embezzlement, larceny, 21 extortion, coercion, conspiracy, deprivation of rights under the color of law, injury and damage to Affiant and/or the STEVEN MACARTHUR-BROOKS ESTATE and/or STEVEN MACARTHUR-22 BROOKS. 23 Moreover, If You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT 24 UNION, Does 1-10 Inclusive fail to respond within three (3) days, you/they individually and 25 collectively, fully and unequivocally Accept, indorse, support, and advocate for a judgement of 26 Ten Million Dollars (\$10,000,000.00 USD) being entered against Teresa H. Campbell, Shirley 27 28

1	Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10 Inclusive in the favor of STEVE
2	MACARTHUR-BROOKS, and the STEVEN MACARTHUR-BROOKS ESTATE.
3	Finally, If You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT
4	UNION, and/or Does 1-10 fail to respond within three (3) days, you/they individually and
5	collectively, fully and unequivocally indorse, support and advocate for STEVEN
6	MACARTHUR-BROOKS, and the STEVEN MACARTHUR-BROOKS ESTATE to formal
7	notify the United States Treasury and/or the Internal Revenue Service, submit the requisite forms
8	1099-A, 1099-OID, 1096, and 1041-V, execute an Affidavit Certificate of Non-Response and
9	Judgement, and issue an ORDER TO PAY, with this agreement servings as prima facie evidence of
10	You, Teresa H. Campbell, Shirley Jackson, SAN DIEGO COUNTY CREDIT UNION, Does 1-10
11	Inclusive's indebtedness to STEVEN MACARTHUR-BROOKS and/or STEVEN MACARTHUR
12	BROOKS ESTATE. Should it be deemed necessary, the Claimants/Plaintiffs are authorized to
13	initiate the filing of a lien to secure satisfaction of the adjudged sum of Ten Million Dollars
14	(\$10,000,000.00 USD).
15	
16	Mailing/Correspondence: Mail to Affiant's mailing location exactly as shown below. Use
7	of the Trademarks and Copyrights is NOT permitted without charge per use per issuer.
18	Correspondence will be accepted only as addressed:
19	Steven Mac Arthur-Brooks, Trustee c/o 15822 North West 87th Court
20	Miami Lakes, Florida [33018]
21	ATTACHMENTS:
22	1. STEVEN MACARTHUR-BROOKS Trademark and Copyright (Copy).
23	<ol> <li>Form 1099-A filed with the IRS to Acquisition secured property and account (Copy).</li> <li>Form 1099-C filed with the IRS to Cancel Fraudulent Debt (Copy).</li> </ol>
24	<ol> <li>UCC Contract (Private) Trust # 2024400157-3 (Copy).</li> <li>UCC3 Filling #2024405802-2 for instrument (s) Issued for Collateral Add of NOTE and DEED of TRUST and</li> </ol>
25	ASSETS to UCC Contract (Private) Trust #2024400157-3 (Copy).
26	<ol> <li>Affidavit: Power of Attorney In Fact for STEVEN MACARTHUR BROOKS (Copy).</li> <li>UCC3 Filling #2024403283-5 for instrument (s) Issued for Collateral Add of NOTE and DEED of TRUST and</li> </ol>
27	ASSETS to UCC Contract (Private) Trust #2024400157-3 (Copy).  8. Form 1099-OID filed with the IRS
28	COMMERCIAL DATH AND VEDIFICATION

1	County of Riverside )	
2	) Commercial Oath and Verification The State of California )	
3		
4	I, STEVEN MACARTHUR-BROOKS, under my unlimited liability and Commercial Oa proceeding in good faith being of sound mind states that the facts contained herein are true, correct	t,
5	complete and not misleading to the best of Affiant's knowledge and belief under penalty of International Commercial Law and state this to be HIS Affidavit of Truth regarding same signed and	
6	sealed thisday of April in the year of Our Lord two thousand and twenty four:	
7	Authorized signature By: UCC 3-402 (b)(1)	
8	proceeding sui juris, by special limited appearance, All rights reserved without prejudice or recourse, UCC § 1-308	
9		
0	By: MacArthur-Brooks, sui juris, ID # 99-6443789	
1	Affiant, Authorized Representative, Secured Party.	
1	Tittain, Tudionized Representative, Secured Party.	
2	Let this document stand as truth before the Almighty Supreme Creator and let it be established before me according as the scriptures saith: "But if they will not listen, take one or two others along, so that	n
3	every matter may be established by the testimony of two or three witnesses." Matthew 18:16. In the	ie
4	mouth of two or three witnesses, shall every word be established" 2 Corinthians 13:1.	
5		
6	NOTICE:	
U	Using a notary on this document does not constitute any adhesion, nor does it alto	
7	my status in any manner. The purpose for notary is verification and identification only and not for entrance into any foreign jurisdiction.	n
8	only and not for chitalice into any foreign jurisdiction.	
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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
Complete items 1, 2, and 3.  Print your name and address on the reverse so that we can return the card to you.	A. Signature  X
Attach this card to the back of the mailpiece, Open the front if space permits.	Reserved by (Printed Name) C. Date of Delivery
TETERO H. COMMIDDELL, Shirley Jockes, GANA DIEGO COMMIDTY CHEDIT LINION SAN DIEGO, CA 92121	D. is delivery address different from item 1? Yes if YES entendelivery address below: No
	3. Service Type ☐ Priority Mail Express® ☐ Adolf Signature ☐ Registered Meli™
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9590 9402 8855 4005 7089 43  2. Article Number (Transfer from service label)  1589 0710 5270 1733 2161 23	☐ Adult Signature Restricted Delivery ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™

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To Be Completed By Customes (Please Print) All Entries Must Be in Belipoint or T	10	40 SAN DIE	ampbell, Shirl on country cr vence of	

Date: 26 April, 2024

Invoice # 042624-18GNC-3GTP1NEC0JG447243

\*VOID WHERE PROHIBITED BY LAW\*

Certified Mail # 9589 07 0 5270 1733 2160 00

### BILL OF EXCHANGE



NON-NEGOTIABLE

\*\*PRIVATE ISSUE\*\*\*



Refusal to accept is discharge of debt

Re:

Non-Negotiable Acceptance of Inconsideration and Request Inconsolation in Accord with the BILLS OF EXCHANGE ACT, U.C.C. 3-419, 3-603, 3-311, HJR-192 of 5 June 1933, Public Law 73-10, and

Registered Adjustment of Account:

Collateral:

XXXXXX8356 / Vin # 042624-18GNC-3GTP1NEC0JG447243

Value of Bill: \$24,000.00 USD

The Undersigned accepts for value, honor, and consideration all indorsements front and back and includes those in accord with U.C.C. § 3-419 as evidence with the herein Bill of Exchange to U.C.C. Contract Account # 626-12-7213 in the amount listed below and is part of the Undersigned's tax estimate for use by the Republic, and the account is charged for the fees necessary for securing and registering the priority exchange for the tax exemption to discharge the public liability in accord with HJR-192 of 5 June 1933 and Public Law § 73-10. The Undersigned directs commanding the memory of account # 626-12-7213 and charging the same to the debtor's order or to the Secretary of the Treasury's order.

All rights reserved, without Recourse,

By: Otto Merclite Brocks, as Surety

for STEVEN CLYE MACARTHUR BROOKS, Payor

c/o 15822 North West 87th Court Hialeah, Florida, [nearby 33018]

Please detach

Please detach

Date: 26 April, 2024

Return to: Steven MacArthur-Brooks, c/o 15822 North West 87th Court Hialeah, Florida, [nearby 33018]

Invoice # 042624-18GNC-3GTP1NEC0JG447243

Pass-Through Account #: 626-12-7213

Collateral: XXXXXX8356 / Vin # 04

XXXXXX8356 / Vin # 042624-18GNC-3GTP1NEC0JG447243

Pay to: UNITED STATES TREASURY

For Credit to: SAN DIEGO COUNTY CREDIT UNION Indorsement

Value of Bill:

\$ 24,000.00. USD

Indorsement of Payor:

By Atem Mos ack- Brooks

Authorized Representative without recourse, UCC § 1-308

Written Amount: Twenty Four Thousand and 00/100 --- U.S. Dollars

STUB

\*VOID WHERE PROHIBITED BY LAW\*

STUB

- See the BILL OF EXCHANGE ACT.
- 2. See House Joint Resolution 192, Public Law 73-10. They provision contained in or made with respect to any obligation which purports to give the obligee a right to require payment in gold or a particular kind of coin or currency, or in an amount in money of the United States measured thereby, is declared to be against public policy, and no such provision shall be contained in or made with respect to any obligation hereafter incurred. Every obligation, heretofure of bereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any coin or currency which at the time of payment is legal tender for public and private debts.(?)
- 7. Federal Reserve notes are obligations and have no redeemable value in gold or silver coin, wherefore the amount of tunder or obligation is always zero. See -U.S. Constitution, 1789, Article 1, Section 10. "No state shall ...make anything but gold and silver coin a tender in payment of debts"... Wherefore there can be no payment of debt. Only discharge of debt.
- 5. Refusal to accept is discharge of debt, see UCC § 3-603. TENDER OF PAYMENT.(b) if tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the render, of the obligation of an endorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.
- 6. A "Bill of exchange" will be monetized / discounted by the Federal Reserve for any of its member banks or any individual, partnership, or corporation. See USC TITLE 12 > CHAPTER 3 > SUBCHAPTER IX > § 343
  - \* Upon the indorsement of any of its member banks, which shall be deemed a waiver of demand, notice and protest by such bank as to its own indorsement exclusively, any Federal reserve bank may discount notes, drafts, and bills of exchange issued or drawn for agricultural, industrial, or commercial purposes, or the proceeds of which have been used, or are to be used, for such purposes, the Board of Governors of the Federal Reserve System to have the right to determine or define the character of the paper thus eligible for discount, within the meaning of this chapter. Nothing in this chapter contained shall be construed to prohibit such notes, drafts, and bills of exchange, secured by staple agricultural products, or other goods, wares, or merchandise from being eligible for such discount, and the notes, drafts, and bills of exchange of factors issued as such making advances exclusively to producers of staple agricultural products in their raw state shall be eligible for such discount; but such definition shall not include notes, drafts, or bills covering merely investments or issued or drawn for the purpose of carrying or trading in stocks, bonds, or other investment securities, except bonds and notes of the Government of the United States. Notes, drafts, and bills admitted to discount under the terms of this paragraph must have a maturity at the time of discount of not more than ninety days, exclusive of grace.
  - In unusual and exigent circumstances, the Board of Governors of the Federal Reserve System, by the affirmative vote of not less than five members, may authorize any Federal reserve bank, during such periods as the said board may determine, at rates established in accordance with the provisions of section 357 of this title, to discount for any individual, partnership, or corporation, notes, drafts, and bills of exchange when such notes, drafts, and bills of exchange are indorsed or otherwise secured to the satisfaction of the Federal reserve bank: Provided, That before discounting any such note, draft, or brill of exchange for an individual or a partnership or corporation the Federal reserve bank shall obtain evidence that such individual, partnership, or corporation is unable to secure adequate credit accommodations from other banking institutions. All such discounts for individuals, partnerships, or corporations shall be subject to such limitations, restrictions, and regulations as the Board of Governors of the Federal Reserve System may prescribe.

4 3-402

Authorized Representative without recourse



Office of Business Enterprises Duplication Services Section

THIS IS TO CERTIFY that the collections of the Library of Congress contain a publication entitled THE PUBLIC STATUTES AT LARGE OF THE UNITED STATES OF AMERICA from March 1933 to June 1934, and that the attached photocopies from Volume XLVIII – the title page, the publisher's page, and pages 112 to 112 on which appears the JOINT RESOLUTION To assure uniform value to the coins and cur the United States, June 5, 1933 – are a true representation from that work.

THIS IS TO CERTIFY FURTHER, that the publisher's page d with a Library of Congress Order Division stamp that bears the date Jan 28 1991.

IN WITNESS WHEREOF, the seal of the Library of Congress it ixed hereto on October 1, 2014.

Gregory 7. Cooper

Duplication Services, Section Head Office of Business Enterprises Library of Congress

# THE STATUTES AT LARGE

OF THE

#### UNITED STATES OF AMERICA

FROM

MARCH 1933 to JUNE 1934

CONCURRENT RESOLUTIONS
RECENT TREATIES AND CONVENTIONS, EXECUTIVE PROCLAMATIONS
AND AGREEMENTS, TWENTY-FIRST AMENDMENT
TO THE CONSTITUTION

EDITED, PRINTED, AND PUBLISHED BY AUTHORITY OF CONGRESS UNDER THE DIRECTION OF THE SECRETARY OF STATE

#### VOL. XLVIII

IN TWO PARTS

PART 1-Public Acts and Resolutions.

Part 2—Private Acts and Resolutions, Concurrent Resolutions
Treaties and Conventions, Executive Proclamations
and Agreements, Twenty-first Amendment to the
Constitution.

PART 1

UNITED STATES GOVERNMENT PRINTING OFFICE WASHINGTON: 1934



KF50 , US vol 48, pt 1 Set 2 LLRR

The original of every act and joint resolution printed in this volume from page 1 to page 311, inclusive, has the following heading:

SEVENTY-THIRD CONGRESS OF THE UNITED STATES OF AMERICA;

AT THE FIRST SESSION,

Begun and held at the city of Washington on Thursday, the ninth day of March, one thousand nine hundred and thirty-three

The original of every act and joint resolution printed in this volume from page 313 to page 1291, inclusive, has the following heading:

SEVENTY-THIRD CONGRESS OF THE UNITED STATES OF AMERICA;

AT THE SECOND SESSION,

BEGUN AND HELD AT THE CITY OF WASHINGTON ON WEDNESDAY, THE THIRD DAY OF JANUABY, ONE THOUSAND NINE HUNDRED AND THIRTY-FOUR

All bills and joint resolutions presented to the President of the United States bear the signatures of the Speaker (or of the Speaker pro tempore) of the House of Representatives and of the Vice President and President of the Senate (or of the President of the Senate pro tempore); those signatures accordingly appear on the originals of all acts and joint resolutions.

The signature of the President of the United States appears on the originals of all approved acts and joint resolutions.

The original of every act and joint resolution has endorsed thereon a certificate of origin, signed, as the case may be, by the Clerk of the House of Representatives or by the Secretary of the Senate and reading "I certify that this Act (or Joint Resolution) originated in the House of Representatives (or Senate)." The origin of each act and resolution contained in this volume is indicated in the margin at the beginning of each enactment; thus, for example, H.R. 1491 or H.J.Res. 75 indicates origin in the House of Representatives; and S. 598 or S.J.Res. 14 indicates origin in the Senate.



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73d CONGRESS. SESS. I. CHS. 46-48. JUNE 3, 5, 1933.

[CHAPTER 46.]

AN ACT

June 3, 1933. [H.R. 4494.] [l'ublic, No. 29]

Authorizing a per capita payment of \$100 to the members of the Menominee Tribe of Indians of Wisconsin from funds on deposit to their credit in the Treasury of the United States.

Be it enacted by the Senate and House of Representatives of the Menomines Indians United States of America in Congress assembled, That the Secretives of the Interior in Congress assembled, That the Secretives of the Interior is the Interior in Congress assembled. Per capita payments tary of the Interior be, and he is hereby, authorized to withdraw to, from the fund in the Communication of t from the fund in the Treasury of the United States on deposit to the credit of the Menominee Indians in the State of Wisconsin a sufficient sum to make therefrom a per capita payment or distribution of \$100, in three installments, \$50 immediately upon passage of this Act, \$25 on or about October 15, 1933, and \$25 on or about January 15, 1934, to each of the living members on the tribal roll of the Menominee Tribe of Indians of the State of Wisconsin, under such rules and regulations as the said Secretary may prescribe.

Approved, June 3, 1933.

[CHAPTER 47.]

JOINT RESOLUTION

June 5, 1933. [S.J.Res. 48.] [Pub. Res., No. 9.]

Authorizing the Secretary of War to receive for instruction at the United States Military Academy at West Point, Posheng Yen, a citizen of China.

lary Academy.
Prorisos.
No Federal expense.
Conditions.

Resolved by the Senate and House of Representatives of the United Posheng Yen, a citi-States of America in Congress assembled, That the Secretary of War Admitted to Millibe, and he is hereby, authorized to permit Posheng Yen to receive Instruction at the United States Military Academy at West Point No Federal expense. For the course beginning not later than July 1, 1934: Provided, That no expense shall be caused to the United States thereby, and that Posheng Yen shall agree to comply with all regulations for the police and discipline of the Academy, to be studious, and to give his utmost efforts to accomplish the courses in the various departments of instruction, and that said Posheng Yen shall not be admitted to the Academy until he shall have passed the mental and physical examinations prescribed for candidates from the United States, and candinations preserved for candidates from the United States, and that he shall be immediately withdrawn if deficient in studies or in a conduct and so recommended by the Academic Board: Provided RS, secs. 1320. 1321. further, That in the case of said Posheng Yen the provisions of sections 1320 and 1321 of the Revised Statutes shall be suspended:

Existing lawrepealed. Provided further, That S.J.Res. 179, approved March 3, 1933, be, and the same in health repealed. and the same is hereby, repealed.

Existing lawrepealed. Vol. 47, p. 1546.

Approved, June 5, 1933.

[CHAPTER 48.]

JOINT RESOLUTION

June A, 1933. [H.J.Res. 192.] [Pub. Res., No. 10]

To assure uniform value to the coins and currencies of the United States.

Uniform value coins and currencies. Preamble.

Whereas the holding of or dealing in gold affect the public interest, and are therefore subject to proper regulation and restriction; and hereas the existing emergency has disclosed that provisions of obligations which purport to give the obligee a right to require payment in gold or a particular kind of coin or currency of the United States, or in an amount in money of the United States measured thereby, obstruct the power of the Congress to regulate the value of the money of the United States, and are inconsistent with the declared policy of the Congress to maintain at all times the equal power of every dollar, coined or issued by the United States, in the markets and in the payment of debts. Now, therefore, be it

Resolved by the Senate and House of Representatives of the Clauses in obliga-United States of America in Congress assembled, That (a) every etc., payments declared provision contained in or made with respect to any obligation which ley purports to give the obligee a right to require payment in gold or a particular kind of coin or currency, or in an amount in money of a particular kind of coin or currency, or in an amount in money of the United States measured thereby, is declared to be against public to be so expressed. Policy; and no such provision shall be contained in or made with respect to any obligation hereafter incurred. Every obligation, Payments to be made in legal tender. heretofore or hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any coin or currency which at the time of payment is legal tender for public and private debts. Any such provision contained in any law authorizing obligations to be issued by or under authority of the United States, is hereby repealed, but the repeal of any such provision shall not invalidate.

Conflicting along repealed. U.S.C. p. 1032.

Cher provision provision shall not invalidate.

any other provision or authority contained in such law.

(b) As used in this resolution, the term "obligation" means an obligation (including every obligation of and to the United States, excepting currency) payable in money of the United States; and the term "coin or currency" means coin or currency of the United States, including Federal Reserve notes and circulating notes of

Federal Reserve banks and national banking associations.

SEC. 2. The last sentence of paragraph (1) of subsection (b) of Emergency Act, section 43 of the Act entitled "An Act to relieve the existing national amended.

And Provided Head of the Act entitled amended. economic emergency by increasing agricultural purchasing power, to raise revenue for extraordinary expenses incurred by reason of such emergency, to provide emergency relief with respect to agricultural indebtedness, to provide for the orderly liquidation of joint-stock land banks, and for other purposes ", approved May 12, 1992, in amorphism to provide to read as follows: 1933, is amended to read as follows:

"All coins and currencies of the United States (including Federal Reserve notes and circulating notes of Federal Reserve banks and national banking associations) heretofore or hereafter coined or issued, shall be legal tender for all debts, public and private, public charges, taxes, duties, and dues, except that gold coins, when below the standard weight and limit of tolerance provided by law for the single piece, shall be legal tender only at valuation in proportion to their actual weight."

Approved, June 5, 1933, 4.40 p.m.

"Coin or currency."

[CHAPTER 49.]

AN ACT

To provide for the establishment of a national employment system and for cooperation with the States in the promotion of such system, and for other

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That (a) in order to promote the establishment and maintenance of a national system of public employment offices there is hereby created in the Department of Labor a bureau to be known as the United States Employment Service, at the head of which shall be a director. The director shall be appointed by the President, by and with the advice and consent of the Senate, and shall receive a salary at the rate of the senate. consent of the Senate, and shall receive a salary at the rate of \$8,500

(b) Upon the expiration of three months after the enactment of be abolished; personthis Act the employment service now existing in the Department of Labor shall be abolished; and all records, files, and property (including office equipment) of the existing employment service

National cooperative employment service.

LENDER'S name, street address, foreign postal code, and telephon STEVEN CLYDE MACARTHI c/o 15822 North West 87th C Miami Lakes, Florida [33018]	JR-BROOKS	_		OMB No. 1545-0877 Form 1099-A (Rev. January 2022) For calendar year 20 24	Aba	Acquisition or andonment of ured Property	
LENDER'S TIN 62-6127213	BORROWER'S TIN		of lender's acquisition or ledge of abandonment 04/26/2024	2 Balance of principal outstanding	24,000	Copy C For Lender	
BORROWER'S name SAN DIEGO COUNTY CREDIT UNION		3		4 Fair market value of \$	property 24,000	For Privacy Act and Paperwork Reduction Act	
Street address (including apt. no. 1646 SEQUENCE DRIVE	)		5 Check if the borrower was personally liable for repayment the debt			Notice, see the current Genera Instructions for	
City or town, state or province, of SAN DIEGO CA 32121	ountry, and ZIP or foreign postal code	full sati	scription of property attisfaction. Use of exemption, Debt Instrument			Certain Information Returns.	
Account number (see instructions XX)	xXXX835614	issued.	Certified Mail # 958	9 0710 5270 1733 21	60 00.	rseturna.	
XX) Form <b>1099-A</b> (Rev. 1-2022)	XXX835614 www.irs.gov/Form	1099A		Department of the T	reasury - In	iternal Revenue Se	

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CORRECTED (If checked)

CREDITOR'S name, street and ZIP or foreign postal code, and STEVEN MACARTHUR-BROC c/o 15822 North West 87th Co Miami Lakes FL 33018 US - Phone: 7602919282	OKS	1 Date 202 2 Amo	of identifiable event 3/12/31 unt of debt dischar 708.00	OMB No. 1545-1424 Form 1099-C	Cancellation of Debt	
			est, if included in b 708.00	ox 2 For calendar year 2023		
CREDITOR'S TIN 62-6127213  DEBTOR'S name, address, Cifforeign postal code SAN DIEGO COUNTY CREDITES SEQUENCE DRIVE SAN DIEGO CA 92121 US	DEBTOR'S TIN  XX-XXX4903  by or town, state or province, country and ZIP of TUNION	cre 5 If che	description dit use on account ecked, the debtor went of the debt	and intstruments  /as personally liable for	sanction may be imposed on you if taxable income results from this	
Account number (see instruction XXXXXX835614 Form 1099-C (Rev. 1-2022)		А	ifiable event code	7 Fair market value of proper \$ 100708.00 ment of the Treasury - Intern		

#### Instructions for Debtor

You received this form because a federal government agency or an applicable financial entity (a creditor) has discharged (canceled or forgiven) a debt you owed, or because an identifiable event has occurred that either is or is deemed to be a discharge of a debt of \$600 or more. If a creditor has discharged a debt you owed, you are required to include the discharged amount in your income, even if it is less than \$600, on the "Other income" line of your Form 1040 or 1040-SR. However, you may not have to include all of the canceled debt in your income. There are exceptions and exclusions, such as bankruptcy and insolvency. See Pub. 4681, available at www.irs.gov/Pub4681, for more details. If an identifiable event has occurred but the debt has not actually been discharged, then include any discharged debt in your income in the year that it is actually discharged, unless an exception or exclusion applies to you in that year. Debtor's taxpayer identification number (TIN). For your protection, this form may show only the last four digits of your TIN (social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN)). However, the creditor has reported your complete TIN to the IRS

Account number. May show an account or other unique number the creditor assigned to distinguish your account.

Box 1. Shows the date the earliest identifiable event occurred or, at the creditor's discretion, the date of an actual discharge that occurred before an identifiable event. See the code in box 6.

Box 2. Shows the amount of debt either actually or deemed discharged. Note: If you don't agree with the amount, contact your creditor.

Box 3. Shows interest if included in the debt reported in box 2. See Pub. 4681 to see if you must include the interest in gross income

Box 4. Shows a description of the debt. If box 7 is completed, box 4 also shows a description of the property.

Box 5.Shows whether you were personally liable for repayment of the debt when the debt was created or, if modified, at the time of the last modification. See Pub. 4681 for reporting instructions.

Box 6. Shows the reason your creditor has filed this form. The codes in this box are described in more detail in Pub. 4681. A-Bankruptcy; B-Other judicial debt relief, C-Statute of limitations or expiration of deficiency period; D-Foreclosure election; E-Debt relief from probate or similar proceeding; F-By agreement; G-Decision or policy to discontinue collection; or H-Other actual discharge before identifiable event

Box 7. If, in the same calendar year, a foreclosure or abandonment of property occurred in connection with the cancellation of the debt, the fair market value (FMV) of the property will be shown, or you will receive a separate Form 1099-A. Generally, the gross foreclosure bid price is considered to be the FMV. For an abandonment or voluntary conveyance in lieu of foreclosure, the FMV is generally the appraised value of the property. You may have income or loss because of the acquisition or abandonment. See Pub. 4681 for information about foreclosures and abandonments. If the property was your main home, see Pub. 523 to figure any taxable gain or ordinary income. Future developments. For the latest information about developments related to Form 1099-C and its instructions, such as legislation enacted

after they were published, go to www.irs.gov/Form1099C.

Free File Program. Go to www.irs.gov/FreeFile to see if you qualify for no-cost online federal tax preparation, e-filing, and direct deposit or payment options.

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	(Nev. January 2024)	periodic interest	2 Other			
	For calendar year 2024		\$			
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Copy B	\$ 24,000		\$	3	95-118490	62-6127213
For Recipient	6 Acquisition premium	t discount	5 Market			
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has not been reported.	no. 14 State tax withheld	13 State identification i	-		X835614	Account number (see instructions) XXXXX
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